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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह भलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 5 नवम्बर, 1981

(आय-कर)

का०आ० 1.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 80छ की उपधारा 2(ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "अरुलमिगु कलापिरनस्वामी मंदिर, कुठम, जिन्ना तिरुनलवेली" को तमिलनाडु राज्य में सर्वत्र विख्यात : पूजा का स्थान अधिसूचित करती है।

[सं० 4294/फा०सं० 176/84/81-आ०क०(ए-1)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 5th November, 1981

(INCOME-TAX)

S.O. 1.—In exercise of the powers conferred by sub-section (2)(b) of Section 80-G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Arulmigu Kallapiranswamy Temple, Srivaikuntam, Tirunelveli District" to be a place of public worship of renown throughout the State of Tamil Nadu.

[No. 4294/F. No. 176/84/81-IT(AI)]

1083 GI/81--1

(आय-कर)

का०आ० 2.—केन्द्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 80छ की उपधारा 2(ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, "श्री निन्ना नारायणा परुमाला देवस्थानम्, तिरुतांगल" को तमिलनाडु राज्य में सर्वत्र विख्यात लोक पूजा का स्थान अधिसूचित करती है।

[सं० 4295/फा०सं० 176/86/81-आ०क०(ए-1)]

बी० बी० श्रीनिवासन, उप सचिव

(INCOME-TAX)

S.O. 2.—In exercise of the powers conferred by sub-section (2)(b) of Section 80-G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sri Ninra Narayana Perumal Devasthanam, Thiruthangal" to be a place of public worship of renown throughout the State of Tamil Nadu.

[No. 4295 (F. No. 176/56/81-IT(AD))
V. B. SRINIVASAN, Dy. Secy.]

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 29 अक्तूबर, 1981

(आय-कर)

का०आ० 3.—केन्द्रीय प्रत्यक्ष कर बोर्ड, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 121 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, समय-समय पर यथा संशोधित अपनी अधिसूचना सं० 679, तारीख 20 जुलाई, 1974 से संलग्न अनुसूची का निम्नलिखित संशोधन करता है, अर्थात् :-

क्रम संख्यांक 9 और 9क के सामने विद्यमान प्रविष्टियों के स्थान पर निम्नलिखित रखा जायेगा और क्रम संख्यांक 9 ख जोड़ा जायेगा --

आयकर आयुक्त	मुख्यालय	अधिकारिता
"9 दिल्ली (केन्द्रीय)-1	नई दिल्ली	केन्द्रीय सक्षिप्त 1, 2, 4, 5, 6, 10, 25 और 26।
9क दिल्ली (केन्द्रीय)-2	नई दिल्ली	केन्द्रीय सक्षिप्त-11, 12, 13, 14, 15, 18, 19 और 20।
9ख दिल्ली (केन्द्रीय)-3	नई दिल्ली	केन्द्रीय सक्षिप्त 3, 7, 8, 9, 16, 17, 21 और 22।"

यह अधिसूचना 30-10-1981 में प्रभावी होगी।

[सं० 4286/का०सं० 187/36/81-आई टी (ए०-1)]
जी० बी० श्रीनिवासन, सचिव

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 29th October, 1981

(INCOME-TAX)

S.O. 3.—In exercise of the powers conferred by sub-section (1) of section 121 of the Income-tax Act, 1961 (43 of 1961) the Central Board of Direct Taxes hereby makes the following amendments to the schedule appended to its Notification No. No. 679, dated 20-7-74 as amended from time to time.

Existing entries against S. No. 9 and 9A shall be substituted and S. No. 9B added as follows:—

Commissioner of Income-tax	Head-quarters	Jurisdiction
"9. Delhi (Central)-I	New Delhi	Central Circles-I, II, IV, V, VI, X, XXV and XXVI.
9A. Delhi.(Central)-II	New Delhi	Central Circles-XI, XII, XIII, XIV, XV, XVIII, XIX and XX.
9B. Delhi (Central)-III	New Delhi.	Central Circles-III, VII, VIII, IX, XVI, XVII, XXI and XXII."

This notification shall take effect from 30-10-1981.

[No. 4286 /F. No. 187/30/81-IT(AI)]
V. B. SRINIVASAN, Secy.

विरा मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 10 दिसम्बर, 1981

प्रधान कार्यालय संस्थापन

का० आ० 4.—केन्द्रीय राजस्व बोर्ड अधिनियम 1963 (1963 का 54) की धारा 3 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा भारतीय राजस्व सेवा (आयकर) के अधिकारी श्री एस०एस० कपूर को दिनांक 20 नवम्बर 1981 के पूर्वाह्न से भगवा आदेश होने तक केन्द्रीय प्रत्यक्ष कर बोर्ड का सदस्य नियुक्त करती है।

[का० सं० ए-19011/57/81-प्रशा०]
जी० एस० मेहरा, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 10th December, 1981

(HEADQUARTERS ESTABLISHMENTS)

S.O. 4.—In exercise of the powers conferred by sub-section (2) of Section 3 of the Central Boards of Revenue Act, 1963 (No. 54 of 1963), the Central Government hereby appoints Shri S. S. Kapoor, an officer of the Indian Revenue Service (Income-tax), as Member of the Central Board of Direct Taxes with effect from the forenoon of the 20th November, 1981 and until further orders.

[F. No. A. 19011/57/81-Ad II]
G. S. MEHRA, Under Secy.

नई दिल्ली, 2 जनवरी, 1982

का०आ० 5.—केन्द्रीय सरकार, सीमा शुल्क अधिनियम, 1962 (1962 का 52) की धारा 7 के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार विस्त मन्त्रालय (राजस्व विभाग) की अधिसूचना सं० 226/81-सीमा शुल्क, 17 अक्टूबर, 1981 का निम्नलिखित और संशोधन करती है, अर्थात् —

उक्त अधिसूचना के मद (11) के पश्चात्, निम्नलिखित मद अन्तःस्थापित की जाएगी, अर्थात् —

"(12) रसायन।"

[सं० 2/82-सीमा शुल्क/का०सं० 481/64/80- सीमा शुल्क 7]
एन० के० कपूर, अवर सचिव

New Delhi, the 2nd January, 1982

S.O. 5.—In exercise of the powers conferred by clause (a) of section 7 of the Customs Act, 1962 (52 of 1962), the Central Government hereby, makes the following amendment in the notification of the Government of India in the Ministry of Finance (Department of Revenue) No. 226/81-Customs, dated the 17th October, 1981, namely:—

In the said notification after item (xi) the following item shall be inserted, namely:—

"(xii) Chemicals."

[No 2/82-CUSTOMS/F. No 481/64/80-CUS.-VII]
N K KAPUR, Under Secy.

(आर्थिक कार्य विभाग)

नई दिल्ली, 19 दिसम्बर, 1981

का०आ० 6.—अन्तर्राष्ट्रीय मुद्रा कोष और बैंक (संशोधन) अधिनियम, 1969 की धारा 1 की उपधारा (2) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा 26 दिसम्बर, 1981 उक्त अधिनियम के लागू होने का दिन निर्दिष्ट करती है।

[एफ० सं० 5/7/80-एफ०बी०-1]
राम दास, अवर सचिव

(Department of Economic Affairs)

New Delhi, the 19th December, 1981

S.O. 6.—In exercise of the powers conferred by sub-section (2) of Section 1 of the International Monetary Fund and Bank (Amendment) Act, 1969, the Central Government hereby appoints 26th December, 1981 as the day on which the said Act shall come into force.

[F No. 5/7/80-F B. I]
RAM DASS, Under Secy.

समाहर्ता केन्द्रीय उत्पाद शुल्क

मध्यप्रवेश, पोस्ट बॉक्स नं० 10, इंदौर

(अधिसूचना सं० 16/81)

इंदौर, 11 सितम्बर, 1981

का०आ० 7.—अधीक्षक, केन्द्रीय उत्पाद शुल्क समूह 'ख' के पद पर पदोन्नत होने पर निम्नांकित निरीक्षकों, केन्द्रीय उत्पाद शुल्क (ब०अ०) ने

उनके नाम के आगे दर्शाई गई तिथियों को, अधीक्षक, केन्द्रीय उत्पाद शुल्क समूह 'ख' के पद पर कार्यभार ग्रहण कर लिया है।

क्रम सं० अधिकारी का नाम तैनाती स्थान कार्यभार ग्रहण करने की तिथि

सर्वश्री		
1. श्री० एल० पाचोरी	अधीक्षक (लेखा परीक्षा)	27-8-81 (पूर्वाह्न)
	मुख्या० कार्या० इंदौर	
2. श्री० डी० जोशी	अधीक्षक (निवारक)	31-8-81 (पूर्वाह्न)
	मुख्या० कार्या० इंदौर	

[प०सं० II (3) 9-गोप/81]

Central Excise Collectorate, Indore

NOTIFICATION No. 16/81

Indore, the 14th September 1981

S.O. 7.—Consequent upon their promotion as superintendent, Central Excise, Group 'B' the following Inspectors of Central Excise (S.G.), have assumed their charge as Superintendent of Central Excise, Group 'B' with effect from the dates is shown against their names:—

S. Name of the officer No.	Place of Posting	Date of assumption of charge
S/Shri		
1. B. L. Pachori	Superintendent (Audit) Hqrs. office, Indore	27-8-81 (F.N.)
2. R. D. Joshi	Superintendent (Prev) Hqrs. office, Indore.	31-8-81 (F.N.)

[C. No. II (3) 9-Con/81/4610]

अधियुक्ता सं० 16/81

इंदौर, 5 नवम्बर, 1981

का०भा० 8.—अधीक्षक, केन्द्रीय उत्पाद शुल्क समूह 'ख' के पद पर पत्रावृत्ति पर निम्नलिखित निरीक्षकों केन्द्रीय उत्पाद शुल्क (ख०श्रे०) ने उनके नाम के आगे दर्शाई गई तिथियों को अधीक्षक, केन्द्रीय उत्पाद शुल्क समूह 'ख' के पद पर अपना कार्यभार ग्रहण कर लिया है।

क्रम सं०	अधिकारी का नाम	तैनाती स्थान	कार्यभार ग्रहण करने की तिथि
सर्वश्री			
(1)	डी०यू० पथावे	रेंज II जबलपुर	12-8-81 (पूर्वाह्न)
(2)	एल०सी० धोलपुरे	रेंज I उज्जैन	30-9-81 (अपराह्न)
(3)	एल०जी० बहाले	अधीक्षक (अवकाश आरक्षित) कें०उ०शु०मतन	16-10-81 (अपराह्न)

[प०सं० II (3) 9-गोप/81]

NOTIFICATION No. 18/81

Indore, the 5th November, 1981

S.O. 8.—Consequent upon their promotion as Superintendent, Central Excise Group 'B' the following inspectors of Central Excise (S.G.), have assumed their charge as Superintendent of Central Excise Group 'B' with effect from the dates shown against their names:—

S. Name of the officer No.	Place of posting	Date of assumption of charge
S/Shri		
1. D. U. Pathrabe	Superintendent, Range-II, Jabalpur.	12-8-81 (F.N.)
2. H. C. Dholpure	Superintendent, Range-I, Ujjain.	30-9-81 (A.N.)
3. H. G. Bahaley	Superintendent, C. Ex. (L. R.) Divl. office, Satna.	16-10-81 (F.N.)

[C. No. II(3)9-Con/81/5875]

अधियुक्ता सं० 19/81

का०भा० 9.—श्री जी०एस० नाडकर, अधीक्षक केन्द्रीय उत्पाद शुल्क समूह 'ख' मध्यप्रदेश निवृत्ति की प्राप्ति करने पर दिनांक 31-10-81 के अपराह्न से शासकीय सेवा निवृत्त हो गये हैं।

[प०सं० II (3) 9-गोप/81/5874]

एस०के० धर, समाहर्ता

NOTIFICATION No. 19/81

S.O. 9.—Shri G. S. Nadkar, Superintendent, Central Excise Group 'B' of Madhya Pradesh Collectorate, Indore having attained the age of superannuation, has retired from Government Service in the afternoon of 31-10-81.

[C. No. II(3)9-Con/81/5874]

S. K. DHAR, Collector

वाणिज्य मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 1 जनवरी 1982

का०भा० 10.—नियमित (क्वालिटी नियंत्रण तथा निरीक्षण) नियम, 1964 के नियम 3 के माध्यम से नियमित (क्वालिटी नियंत्रण तथा निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, 1 जनवरी, 1982 में एक वर्ष की अवधि के लिए श्री एस० आबिद हुसैन, वाणिज्य सचिव वाणिज्य मंत्रालय (वाणिज्य विभाग) को नियमित निरीक्षण परिषद् के अध्यक्ष के रूप में तथा निम्नलिखित को सदस्यों के रूप में एतद्वाक्य नियुक्त करती है—

1. निदेशक, निरीक्षण तथा क्वालिटी नियंत्रण नियमित निरीक्षण परिषद् नई दिल्ली—सदस्य सचिव।
2. महानिदेशक, भारतीय मानक संस्थान, नई दिल्ली।
3. भारत सरकार के कुटुंब विपणन सलाहकार।
4. महानिदेशक, वाणिज्यिक जानकारी तथा अंकगणित, कलकत्ता।
5. सचिव (तकनीकी विकास) उद्योग मंत्रालय।
6. कु० रोमा मजुमदार, अपर सचिव, वाणिज्य मंत्रालय।
7. अध्यक्ष, लघु उद्योग सच फेडरेशन।
8. अध्यक्ष, समुद्री खाद्य निर्यातक संघ, कोचीन।
9. अध्यक्ष, चमड़ा निर्यात संवर्धन परिषद्, मेगास।
10. अध्यक्ष, इंडियन जूट मिल्स एसोसिएशन।
11. विकास आयुक्त, लघु उद्योग।
12. कार्यकारी निदेशक, इंजीनियरिंग निर्यात संवर्धन परिषद्।
13. माइसोरेट प्रा० लि० बंगलोर, (मद्रास, बिजयवाड़ा विसाखा-पत्तनम)।
14. मेसर्स डा० रमन सी० अमीन के डा० रमन सी० अमीन, बम्बई।
15. महानिदेशक, नेशनल टेस्ट हाउस, कलकत्ता।

[का०सं० 3(64)/75-नि०नि० तथा नि०उ०]
सी० बी० कुकरेती, समुक्त निदेशक

MINISTRY OF COMMERCE

(Department of Commerce)

New Delhi, the 1st January, 1982

S.O. 10.—In exercise of the powers conferred by section 3 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) read with Rule 3 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby appoints Shri S. Abid Hussain, I.A.S., Commerce Secretary, Ministry of Commerce (Department of Commerce) as Chairman and nominates the following as Members of the

Export Inspection Council for a period of one year with effect from 1st January, 1982 :—

1. Director of Inspection and Quality Control, Export Inspection Council, New Delhi—Member Secretary.
2. Director General of Indian Standards Institution, New Delhi.
3. Agricultural Marketing Adviser of the Government of India.
4. Director General of Commercial Intelligence and Statistics, Calcutta.
5. Secretary (Technical Development), Ministry of Industry, New Delhi.
6. Km. Roma Majumdar, Additional Secretary, Ministry of Commerce, New Delhi.
7. President, Federation of Association of Small Industries.
8. President, Seafood Exporters Association, Cochin.
9. Chairman, Leather Export Promotion Council, Mudras
10. Chairman, Indian Jute Mills Association.
11. Development Commissioner, Small Scale Industries.
12. Executive Director, Engineering Export Promotion Council.
13. Mysodet Pvt. Ltd. Bangalore, (Madras, Vijayawada, Visakhapatnam).
14. Dr. Raman C. Amin of M/s. Dr. Raman C. Amin, Bombay.
15. Director General, National Test House, Calcutta.

[F. No. 3(94)/75-EL&EP]
C. B. KUKRETI, Jt. Director

MINISTRY OF ENERGY

(Department of Coal)

CORRIGENDUM

New Delhi, the 14th December, 1981

S.O. 11.—In the Schedule to the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 2081 dated the 29th June, 1981, published at page 2440/2441 of the Gazette of India, Part II, Section-3, sub-section (ii), dated the 1st August, 1981.—

At page 2441

- (i) in line 15 for "Plot number to be acquired in village Paraswara Raja".
read "Plot number acquired in village Paraswar Raja"
- (ii) in line 17 for "Plot number to be acquired in village Jogichoura".
read "Plot number acquired in village Jogichoura";
- (iii) in line 18 for "Plot numbers to be acquired in village Chalkadan".
read "Plot numbers acquired in village Chilkadan";
- (iv) in lines 29 and 30 for "Plot No. 1803 (part)";
read "Plot No. 1803";
- (v) in line 36 for "Plot numbers to be acquired in village Kota";
read "Plot numbers acquired in village Kota";
- (vi) in line 39 for "Plot numbers to be acquired in village Khadia";
read "Plot numbers acquired in village Khadia";
- (vii) in line 50 for "Plot numbers to be acquired in village Bhairwa";
read "Plot numbers acquired in village Bhairwa";

[No. 19/3/81-CL.]
SWARAN SINGH, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 30 नवम्बर, 1981

का० भा० 12.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1056 का 102) की धारा 13 की उपधारा (4) द्वारा प्रवर्तित शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा भारतीय आयुर्विज्ञान परिषद् से परामर्श करने के पश्चात् उक्त अधिनियम की तीसरी अनुसूची के भाग-II में आगे निम्नलिखित संशोधन करती है, अर्थात्:—

उक्त अधिनियम की तीसरी अनुसूची के भाग II के अन्त में निम्न-लिखित प्रविष्टियाँ जोड़ी जाएँ, अर्थात्:—

"सामान्य	रेस्टोव-डॉन-डॉन स्टेट
चिकित्सक	मेडिकल इंस्टीट्यूट, यू०एस०एस०आर०"
-	[सं० की० 11015/5/80-एम०ई० (नीति)]
	पी०सी० जैन, अव्वर सचिव

MINISTRY OF HEALTH & FAMILY WELFARE

(Department of Health)

New Delhi, the 30th November, 1981

S.O. 12.—In exercise of the powers conferred by sub-section (4) of section 13 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in part II of the third Schedule to the said Act, namely :

In part II of the Third Schedule to the said Act, the following entries shall be added at the end, namely :—

"General Physician	Restov-on-Don State Medical Institute, U. S. S. R."
	[No. V-11015/5/80-M.E. (Policy)]
	P. C. JAIN, Under Secy.

इस्पात और लान मंत्रालय

(इस्पात विभाग)

नई दिल्ली, 16 दिसम्बर, 1981

का० भा० 13.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभागियों की बेदखली) अधिनियम 1971 (1971 का 40) की धारा 3 द्वारा प्रवर्तित शक्तियों का प्रयोग करते हुए, श्री नरेण चन्द्र मुखर्जी सम्पदा प्रबन्धक, वि इंडियन आयरन एण्ड स्टील कम्पनी लिमिटेड को जो सरकार के राजपत्रित अधिकारी की पंक्ति के समतुल्य अधिकारी है, उक्त अधिनियम प्रयोजनार्थ सम्पदा अधिकारी नियुक्ति करती है और आगे यह निवेश देती है कि उक्त अधिकारी इसके नीचे विनिर्दिष्ट सरकारी स्थानों के प्रवर्गों की बाबत अपनी अधिकारिता की स्थानीय सीमाओं के भीतर उक्त अधिनियम द्वारा या उसके अधीन सम्पदा अधिकारी को प्रवर्त सभी अधिकारों का प्रयोग और अधिरोपित सभी कर्तव्यों का पालन करेगा:—

सरकारी स्थानों के प्रवर्ग और अधिकारिता की स्थानीय सीमाएँ वि इंडियन आयरन एण्ड स्टील कम्पनी लिमिटेड के स्वामित्वधीन या उसके द्वारा पट्टे पर लिया गया और उसके प्रशासनिक नियंत्रणाधीन स्थान जो नीचे उल्लिखित मौजों में स्थित है, अर्थात्:—

1. पश्चिमी बंगाल में बर्बनान जिला

बनपुर

(हीरापुर पुलिस थाने के अधीन मौजें)

शाता नरसिंहबांध, हीरापुर, नाबांधी, कालाभरिया, धेनु आ, छोटो दी गढ़ी, बड़ादीगढ़ी, मानरमारा, लकड़ासट्टा, पटमोहना, चपरद।

(कुली पुलिस थाने के अधीन मौजे)

हेरासगोरिया, बेजडीही, अलडीही, बामनडीहा, नियामतपुर, राधानगर, महुताडी, मोदेपुर, जहाएडीह, नारायणचक, कोलडी, श्रीपुर, बबरीचक, कमलपुर।

(आसनसोल पुलिस थाने के अधीन मौजे)

बरतोरिया, नरमामुहा, गोपालपुर, कुमारपुर, गरुई।

कुल्दी

(कुल्दी पुलिस थाने के अधीन मौजे)

कुल्दी, केन्दुआ, रायडीह (चकपिजा के साथ), महताडीह, मनबेरिया, कुलडीह, कुल्दोरा, डेडी, पुनरी, पेटियाना, लालबाजार, गंगुटिया, बरगकर, इडकटा, बलबेरिया।

रामनगर

(कुल्दी पुलिस थाने के अधीन मौजे)

(क) रामनगर।

(ख) बरजोरा, बरमुरी (निरमा पुलिस थाने, जिला धनबाद, बिहार के अधीन मौजे)।

2. पश्चिमी बंगाल में हुगली जिला

(पंडुआ पुलिस थाने, जिला हुगली, पश्चिमी बंगाल के अधीन मौजे)।
भासनी, पाचपाड़ा, धामानि, थंडुआ, खन्नान।

3. बिहार में धनबाद जिला

चासनाला

(भरिया पुलिस थाने के अधीन मौजे)

चासनाला, ऊपर केन्द्र, हेतकेन्द्र, परसबनिया, चन्द्राबाद।

नूनीडीह

जीतपुर कोयला खान और बिहार रज्जुमार्ग संस्थापन (भरिया पुलिस थाने के अधीन मौजे)।

नूनीडीह कोयला खान (नूनीडीह) जीतपुर कोयला खान।

रज्जु मार्ग

जोगपोखर, महलबानी, स्यारडीह, पठारडीही, सुदामडीह, तमरा, रोहराबंध, डोमगढ़, सिंधी, छटाटाड़, असनबानी, बालीपुर, बीरसिंहपुर, धरबार, बारीसाल या सालबिसाल, शिवपुर, खरीकाबाद, नियामनपुर।
(निरमा पुलिस थाने के अधीन मौजे)

सुसुनलिया, बलायचक, पबयान, अकटरा, तेतुल्या, कांजीडीह, कुनुम-वाहा, भुरसा, डमरया, बाबरी, मकुंडडी, बरया, उरमा, गवियावी, लेहा-हरिया, सोनोलापुर, तलबेरिया, बेनागरिया, पतलाबारी, लुचीबाद, सनर-मारा, अमलामुरा बाग, छांछ, जजातपुर, डमारकोंडा।

4. सिंहभूम जिला, बिहार

चिरिया, मुआ, बेवा, अकुवा आरक्षित बन, तिमरा, लार बेबंस, दिउआ, घाटकुरी बन, पमोंग, बर पहाड़ी, मनोहरपुर, ममर, सिंहभूम जिले में बालभूम फास्फेट।

[सं० 22(16)/81-के०आई०]

आई०सी० कुमार, संयुक्त सचिव

MINISTRY OF STEEL AND MINES

(Department of Steel)

New Delhi, the 16th December, 1981

S.O. 13.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) the Central Government hereby appoints Shri Naresh Chandra Mukherji, Estate Manager, The Indian Iron and Steel Company Limited, being an officer equivalent to the rank of Gazetted Officer of Government, to be Estate Officer for the purposes of the said Act and further directs that the said officer shall exercise all the powers conferred and perform all the duties imposed, on Estate Officer by or under the said Act within the local limits of his jurisdiction, in respect of the categories of public premises specified hereunder :—

Categories of Public Premises and Local Limits of Jurisdiction

Premises belonging to or taken on lease by and under the administrative control of The Indian Iron and Steel Company Limited, situated at Mouzas mentioned below, namely :—

Burdwan District in West Bengal**BURNPUR**

(Mouzas under Hirapur P. S.)

Santa, Narsingbandh, Hirapur, Nabaghandi, Kalajhuria, Dhenua, Chhotodighari, Baradighari, Sanmaia, Lakrasata, Patmohona, Chaprad.

(Mauzas under Hirapur P. S.)

Heralgoria, Bejdhi, Aldihi, Bamandiha, Niamatpur, Radanagar, Mahuladi, Sodepur, Jasaidih, Narayanchak, Boldi, Sripur, Badirchak, Kamalpur.

(Mouzas under Asansol P. S.)

Baltoria, Narsamuda, Gopalpur, Kumarpur, Garui.

KULTI

(Mouzas under Kulti P. S.)

Kulti, Kendua, Raidih (with Chakpinja), Mahatadih, Manberia, Kuldih, Kultora, Dedi, Punui, Petiana, Lalbazar, Gangutia, Barakar, Indkuta, Baltoria.

RAMNAGAR

(Mouzas under Kulti P. S.)

(a) Ramnagar.

(b) Barjora, Barmuri (Mouzas under Nirsia P. S. District Dhanbad in Bihar).

2. Hooghly District in West Bengal

(Mouzas under Pandua P. S. District Hooghly in West Bengal) Multi, Panchpara, Dhamasin, Pandua, Khannayan.

3. Dhanbad District in Bihar.

Chasnalla

(Mouzas under Jharua P. S.)

Chasnalla, Upperkendia, Hetkendra, Parasbania, Chandrabad.

NOONODIH

Jitpur Colliery and Bihar Ropeway Installations

(Mouzas under Jharua P. S.)

Noondih Collieries (Nanikdih), Jitpur Colliery

Ropeways :—Jorapukhar, Mahulbani, Swardih, Pathardihi, Sudamdih, Tasia, Rohrabandh, Domgarh, Sindri, Chhatatanr, Asanbani, Kalipur, Birsinghpur, Gharbar, Barisal or Sabisal, Sheopur, Kharikabad, Niamatpur.

(Mouzas under Nirsia P. S.)

Susunliya, Balaichak, Pabayan, Ankdua, Tentulya, Kanjidihi, Kushumdaha, Bhurua, Dumarya, Dhabari, Makunddi, Barya, Urma, Guliardi, Ledaharia, Sonolapar, Talberia, Benagaria, Patlabari, Luchibad, Shanmara, Amlamurabag, Chanch, Jajapur, Dumarkonda.

4. Singhbhum District in Bihar

Chiria, Gua, Bewa, Ankua Reserve Forest, Timra, Loi, Baiberu, Duia, Ghatkuri forest, Pansira Burn Hills, Monoharpur, Mamar, Dhalbhum Phosphate in District Singhbhum.

[No. 22(16)/81-KI-(DRIT)]

I. C. KUMAR, Jt. Secy.

कृषि मंत्रालय

(कृषि अनुसंधान और शिक्षा विभाग)

नई दिल्ली, 16 दिसम्बर, 1981

क्रा० आ० 14.—भारतीय कृषि अनुसंधान परिषद् द्वारा बनायी गयी स्थायी विज्ञान समिति की नियमावली के विनियम 2 (iv) के अनुसरण में तथा ए०पी० उपकर अधिनियम, 1940 के प्रावधान की धारा 7(2)

मे निहित व्यवस्था के अनुसरण में, भारतीय कृषि अनुसंधान परिषद् के शासी निकाय द्वारा निकाय के निम्नलिखित सदस्यों को दिनांक 30-9-1981 से एक वर्ष की अवधि के लिए अवधि जब तक उनके उत्तराधिकारियों का निकाय द्वारा विधिवत निर्वाचन न हो, इन्हें जो भी बाध में हो, तब तक के लिए उन्हें परिषद् की स्थायी विस्तार समिति का सदस्य चुन लिया गया है :—

1. श्री सुजान सिंह,
राज्य सभा सदस्य,
सुजान सिंह पार्क,
सोनीपत (हरियाणा)
2. श्री बन्धु शेखर सिंह,
लोक सभा सदस्य,
पो.भा. बांका,
जिला भागलपुर (बिहार)
3. श्री एन.जी. रंगा,
लोक सभा सदस्य,
निडुडोल, पोन्डुर (आंध्र)
4. डा० (श्रीमती) सुमिता राय,
सह-प्राध्यापिका,
गृह विज्ञान विस्तार शिक्षा,
गृह विज्ञान महाविद्यालय,
पंजाब कृषि विश्वविद्यालय,
लुधियाना (पंजाब),
5. डा० डी.के. सालुंखे,
उप-कुलपति,
महाराष्ट्र कृषि विद्यापीठ,
राहुरी, जिला अहमदनगर (महाराष्ट्र)
6. श्री एन. श्रीराम रेड्डी,
भूतपूर्व संसद सदस्य, गाडवा नगर,
बंगलौर (कर्नाटक)
7. डा० एस.एन. द्विवेदी,
निदेशक,
केन्द्रीय मत्स्य विज्ञान शिक्षा संस्थान,
पो.भा. सं. 7392,
काकोरी कैम्प, जयप्रकाश रोड,
बम्बई-400061

[सं. 2(1)/79-सी.डी.एन.]
के.एल. छायाड़ा, अवर सचिव

MINISTRY OF AGRICULTURE

(Department of Agricultural Research and Education)

New Delhi, the 16th December, 1981

S.O. 14 :- In pursuance of Regulation 2(iv) of the Standing Finance Committee Regulations framed by the Indian Council of Agricultural Research and in pursuance of provision contained in section 7(2) of the A.P. Cess Act, 1940, the following members of the Governing Body of ICAR have been elected by that Body to be members of the Standing Finance Committee for a period of one year with effect from 30th September, 1981 or till such time thereafter as their successors are duly elected, whichever is later:—

1. Shri Sujan Singh,
Member, Rajya Sabha,
Sujan Singh Park,
Sonapat (Haryana).

2. Shri Chandra Shekhar Singh,
Member, Lok Sabha,
At. P.O. Banka,
Distt. Bhagalpur (Bihar).
3. Prof., N.G. Ranga,
Member, Lok Sabha,
Nidudolu, Pondur (A.P.)
4. Dr. (Mrs.) Sumita Roy,
Associate Professor,
Home Science Extension Education,
College of Home Science,
Punjab Agricultural University,
Ludhiana (Punjab).
5. Dr. D.K. Salunkhe,
Vice Chancellor,
Mahatma Phule Krishi Vidyapeeth,
Rahuri, Distt. Ahmednagar (M.S.)
6. Shri N. Srirama Reddy,
Ex-M.P., Madava Nagar,
Bangalore (Karnataka).
7. Dr. S.N. Dwivedi,
Director, Central Institute of Fisheries Education,
P.B.No. 7392, Kakori Camp,
Jaiprakash Road, Bombay-400061.

[No. 2(1)/79-CDN]

K. L. CHHABRA, Under Secy.

ग्रासीय पुनर्निर्माण मंत्रालय

शुद्धि पत्र

नई दिल्ली, 15 दिसम्बर 1981

का० आ० 15 — भारत के राजपत्र भाग 2, खंड 3, उपखंड (2), तारीख 10 जनवरी, 1981 के पृष्ठ 102 से 118 पर प्रकाशित भारत सरकार के ग्रासीय पुनर्निर्माण मंत्रालय की अधिसूचना सं० का० आ० 109 तारीख 7 जनवरी, 1981 के अधीन ग्राम श्रेणीकरण और चिह्ननांकन नियम, 1981 में :—

(1) पृष्ठ 103 पर,

(1) नियम 6 (3) पंक्ति 1 में "अनुमोदन" के स्थान पर "अनुमोशन" तथा पंक्ति 2 में "अनुवार" के स्थान पर "अनुसार" पढ़ें।

(2) नियम 7(1), पंक्ति 1 में "टोकरीयों" के स्थान पर "टोक-रियो" तथा पंक्ति 2 में "तो" के स्थान पर "जो" पढ़ें।

(2) पृष्ठ 104 से 110, अनुसूची 2 से 14, स्तम्भ 3, साधारण लक्षण (2) में "नोटिज" के स्थान पर "निकुड़े हुए" पढ़ें।

(3) पृष्ठ 104, अनुसूची 2 में, स्तम्भ 3 साधारण लक्षण 1(क) पंक्ति 1 में "पत्यव्याप्त" के स्थान पर "तत्प्राप्त", 1(ख) पंक्ति 1 में "डोस" के स्थान पर "डोस" तथा टिप्पणी पंक्ति 1 में "आकस्मिक" के स्थान पर "आकस्मिक" पढ़ें।

(4) पृष्ठ 105, अनुसूची 3 में स्तम्भ 3 साधारण लक्षण 1 (ग) पंक्ति 1 में "डोस" के स्थान पर "डोस" तथा अनुसूची 4 में ग्रामों की किस्म में "तादूताली" के स्थान पर "तादूमाली" पढ़ें।

(5) पृष्ठ 106, अनुसूची 5 में ग्रामों की किस्म में "तोतापरी" के स्थान पर "तोतापुरी" स्तम्भ 3 साधारण लक्षण (1) पंक्ति 1 में "धब्बे" के स्थान पर "धब्बे" पढ़ें।

(6) पृष्ठ 107, अनुसूची 7 और 8 में, ग्रामों की किस्म में क्रमानुसार "कमली" के स्थान पर "कजली" तथा बंगानाफली के स्थान पर "बंगानाफली" पढ़ें।

(7) पृष्ठ 108, अनुसूची 9, टिप्पणी में "ककूदी", केरोग के स्थान पर "ककूदी के रोग" पढ़ें।

(8) पृष्ठ 109, अनुसूची 11 और 12 में 3 साधारण लक्षण 1 (क) पंक्ति 1 में "अपरिपक्वता" के स्थान पर "परिपक्वता", अनुसूची 12 में साधारण लक्षण 4, पंक्ति 1 में "अनुज्ञात" के स्थान पर "अनुज्ञात" तथा टिप्पणी* में "तक छूट की छूट" के स्थान पर "तक की छूट" पढ़ें।

[सं. 10-6/79-ए० एम०]

गन्धर्व सिंह, अधीक्षक सचिव

MINISTRY OF RURAL RECONSTRUCTION

CORRIGENDUM

New Delhi, the 15th December, 1981

S.O. 15.—In the Mangoes Grading and Marking Rules, 1981, published with the notification of the Government of India in the Ministry of Rural Reconstruction, S.O. No. 109, dated the 7th January, 1981, at pages 111 to 118 of the Gazette of India, Part II-Section 3—Sub-section (ii), dated the 10th January, 1981 :—

(1) at page 111, in rule 9(i), for "198" read "1938" ;

(2) at pages 112, 113 and 118, in Schedule II, III and XIV, under the heading "General Characteristics", in column 3, in clause 1(b), for "characteristics" read "characteristic";

(3) at page 113,—

(a) in Schedule III, under the heading "General Characteristics", in column 3, in clause 1(c), for "reasonable" read "reasonably";

(b) in the foot-note to Schedule III, in the first line for "weigh" read "weight" ;

(c) in Schedule IV, in the title for "MEELAM" read "NEELAM";

(4) at page 116, in Schedule X, under the heading "General Characteristics" in column 3, in clause 1 (a), in the second line, after the word ripening the letter "i" shall be deleted;

(5) at page 118, in Schedule-XIV, under the heading "Special characteristics", in column 2, for "205 gms", read "235 gms."

[No. 10-6/79-AM]

GANDHARV SINGH, Under Secy.

नौबहन और परिवहन मंत्रालय

(नौबहन पक्ष)

नई दिल्ली, 18 दिसम्बर, 1981

का० प्रा० 16.—राष्ट्रीय नौबहन बोर्ड नियम, 1960 के नियम 4 के साथ पठित व्यापार नौबहन अधिनियम, 1958 (1958 का 44) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा राज्य सभा के सदस्य एन०पी० बेन्गलराय नायडू को राष्ट्रीय नौबहन बोर्ड का सदस्य नियुक्त करती है। तथा इस प्रयोजन के लिए भारत सरकार नौबहन और परिवहन मंत्रालय परिवहन पक्ष की अधिसूचना संख्या का प्रा०. 62 दिनांक 18 दिसम्बर, 1980 का निम्नलिखित रूप में संशोधन करती है अर्थात् :—

उक्त अधिसूचना की मद सं० 6 तथा उसमें सम्मिलित प्रतिष्ठित में निम्नलिखित प्रतिस्थापित किया जाएगा अर्थात् :—

"6 श्री एन०पी० बेन्गलराय नायडू राज्य सभा द्वारा निर्वाचित"

[फाइल सं० गम० डब्ल्यू०/एस०एस०बी०-1/80एम०एफ०]

विश्वनाथ शर्मा, अधीक्षक सचिव

MINISTRY OF SHIPPING AND TRANSPORT

(Shipping Wing)

New Delhi, the 18th December, 1981

S.O. 16.—In exercise of the powers conferred by section 4 of the Merchant Shipping Act, 1958 (44 of 1958), read with rule 4 of the National Shipping Board Rules, 1960, the Central Government hereby appoints Shri N. P. Chengalraya Naidu, Member of Rajya Sabha, to be the member of the National Shipping Board and for that purpose amends the notification of the Government of India in the Ministry of Shipping and Transport (Shipping Wing), S.O. No. 62 dated 18th December, 1980, as follows, namely :—

In the said notification, for item 6 and the entry, relating thereto, the following shall be substituted, namely :—

"6. Shri N. P. Chengalraya Naidu—Elected by the Rajya Sabha".

[P. No. SW/MSB-1/80-MF]

V. N. SHARMA, Under Secy.

परिवहन पक्ष

पुनरीक्षित प्रारूप

नई दिल्ली, 8 दिसम्बर, 1981

का० प्रा० 17.—केन्द्रीय सरकार डाक कर्मकार (नियोजन का विनियमन) अधिनियम, 1948 (1948 का 9) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मुम्बई खाद्यान्न उठाई धराई कर्मकार (नियोजन का विनियमन) स्कीम, 1975 में कतिपय और संशोधन करना चाहती है। जैसा कि उक्त अध्याय में प्रस्तावित संशोधनों का निम्नलिखित प्रारूप उन सभी व्यक्तियों की जानकारी के लिए प्रकाशित किया जा रहा है, जिनके मामले प्रभावित होने की सम्भावना है। इसके द्वारा सूचना दी जाती है कि उक्त प्रारूप पर इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से साठ दिन का अवधि के पश्चात् विचार किया जाएगा।

उपरोक्त अधिध में पूर्ण नियमों के उक्त प्रारूप की बाबत जो भी आक्षेप या सुझाव किसी व्यक्ति से प्राप्त होंगे, केन्द्रीय सरकार उन पर विचार करेगी।

प्रारूप स्कीम

1. इस स्कीम का नाम मुम्बई खाद्यान्न उठाई धराई कर्मकार (नियोजन का विनियमन) संशोधन स्कीम, 1981 है।

2. मुम्बई खाद्यान्न उठाई धराई कर्मकार (1) (नियोजन का विनियमन) स्कीम, 1975 के खंड 43 में उपखंड 3 के स्थान पर निम्नलिखित रखा जाएगा अर्थात् :—

"(3) श्रम अधिकारी उपखंड (1) या (2) के अधीन उद्भूत होने वाले किसी मामले पर विचार करेगा और यदि प्राथमिक सम्प्रेषण के पश्चात् और कर्मकार को सुनवाई का उचित अवसर देने के पश्चात् उसका यह समाधान हो जाता है कि रजिस्ट्रीकृत डाक कर्मकार यथापूर्ववत् विधिपूर्ण आदेश का अनुपालन करने में असफल रहा है तो वह यह आदेश पारित कर सकेगा कि उस रजिस्ट्रीकृत डाक कर्मकार को खंड 42 के अधीन उतनी अधिध के लिए संवाम नहीं किया जाएगा जितनी श्रम अधिकारी ठीक समझे"

टिप्पण :— मूल मुम्बई खाद्यान्न उठाई धराई कर्मकार (नियोजन का विनियमन) स्कीम, 1975 का निम्नलिखित अधिसूचना/राजपत्र द्वारा संशोधन किया गया है :—

अधिसूचना की संख्या और तारीख

एलडीबी/8/80ना० 31-1-80

राजपत्र अधिसूचना की विशिष्टता

सं० तारीख

का० प्रा० 543 14-2-1972

[सं० एलडीबी/22/80-एलडीबी की]

बी० शंकरसिंगम, उप सचिव

(Transport Wing)

New Delhi, the 8th December, 1981

S.O. 17.—The following draft of a scheme further to amend the Bombay Foodgrain Handling Workers (Regulation of Employment) Scheme, 1975, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is hereby published as required by the said sub-section for the information of all persons likely to be affected thereby; and notice is hereby given that the said draft will be taken into consideration on or after the expiry of a period of sixty days from the date of publication of this notification in the Official Gazette;

Any objections or suggestions which may be received from any person with respect to the said draft before the aforesaid period will be considered by the Central Government.

DRAFT SCHEME

1. This Scheme may be called the Bombay Foodgrain Handling Workers (Regulation of Employment) Amendment Scheme, 1981,

2. In the Bombay Foodgrain Handling Workers (Regulation of Employment) Scheme, 1975, in clause 43, for sub-clause (3), the following shall be substituted, namely:—

“(3) The Labour Officer shall consider any matter arising under sub-clause (1) or (2) and if, after preliminary investigation and after giving reasonable opportunity to the worker of being heard, he is satisfied that the registered dock worker has failed to comply with a lawful order as aforesaid, pass an order that the registered dock worker shall not be paid under clause 42, for such period as Labour Officer thinks fit.”

Note :—The Principal Bombay Foodgrain Handling Workers (Regulation of Employment) Scheme, 1975 has been amended vide Notification/Gazette detailed below :—

Particulars of Gazette Notification

No. & Date of Notification

No.

LDB/80 dated 31-1-1981

S.O. 543 dated 14-2-1972

[No. LDB/22/80-LIV]

V. SANKARALINGAM, Dy. Secy.

संस्कृति विभाग

भारतीय पुरातत्व सर्वेक्षण

नई दिल्ली, 15 दिसम्बर, 1981

(पुरातत्व)

क्रा० प्रा० 18.—केन्द्रीय सरकार की राय है कि इससे उपावद्ध अनुसूची में विनिर्दिष्ट प्राचीन स्थल राष्ट्रीय महत्त्व के हैं :—

अतः केन्द्रीय सरकार, प्राचीन स्थल तथा पुरातत्वीय स्थल और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उप-धारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त प्राचीन स्थल को राष्ट्रीय महत्त्व का घोषित करने के अपने आशय की दो मास की सूचना देती है।

केन्द्रीय सरकार, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से दो मास की अवधि के भीतर उक्त प्राचीन स्थल में हितवद्ध किन्हीं को व्यक्ति से प्राप्त किसी आक्षेप पर विचार करेगी।

अनुसूची

राज्य	जिला	तहसील	अवस्थान	स्थल का नाम	संरक्षण के अधीन सम्मिलित किए जाने वाले सर्वेक्षण प्लॉट सं०
1	2	3	4	5	6
हरियाणा	हिसार	फतेहाबाद	बनवाली सोतरा ग्राम हिरावन कला	बनवाली सोतरा में स्थित प्राचीन स्थल जो सर्वेक्षण प्लॉट सं० 35/21, 35/22, 38/23, 35/24, 36/24, 38/25, 41/41, 41/5, 41/6, 41/7, 41/14, 41/15/1, 41/15/2, 41/16, 41/17, 41/24, 41/25/1, 41/25/2, 42/1, 42/2, 42/3, 42/4, 42/7.	सर्वेक्षण प्लॉट सं० 35/21, 35/23, 35/24, 36/24, 36/25, 41/4, 41/5, 41/6, 41/7, 41/14, 41/15/1, 41/15/2, 41/16, 41/17, 41/24, 41/25/1, 41/25/2, 42/1, 42/2, 42/3, 42/4, 42/7, 42/8, 42/9, 42/10, 42/11, 42/12, 42/13, 42/14, 42/17.
क्षेत्र	सीमाएं			स्थापित	टिप्पणी
7	8			9	10
285 कनाल 06 मर्ली	उत्तर:— सर्वेक्षण प्लॉट सं० 40			ग्राइडेट	—
	पूर्व:— सर्वेक्षण प्लॉट सं० 35/25, 42/5, 42/6, 42/15, 42/16 और 42/25				
	दक्षिण:— सर्वेक्षण प्लॉट सं० 65/1, 65/2, 65/3, 65/4, 66/5, 1, 66/5/2, और 66/4				
	पश्चिम:— सर्वेक्षण प्लॉट सं० 38/23, 41/3/2, 41/8, 41/13, 41/18, और 41/23				

[सं० 2/874-स्मा०]

डा० श्रीमती देबला मित्र, महाविभाग और संयुक्त सचिव पदेन

DEPARTMENT OF CULTURE

(Archaeological Survey of India)

New Delhi, the 15th December, 1981

(ARCHAEOLOGY)

S.O. 18.—Whereas the Central Government is of opinion that the ancient site specified in the Schedule annexed hereto is of national importance;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Ancient Monuments and

Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives two months' notice of its intention to declare the said ancient site to be of national importance.

Any objection which may be received from any person interested in the said ancient site within a period of two months as specified above, after the issue of this notification, will be taken into consideration by the Central Government.

SCHEDULE

State	District	Tehsil	Locality	Name of site	Revenue plot numbers to be included under protection	Area	Boundaries	Ownership	Remarks
1	2	3	4	5	6	7	8	9	10
Haryana	Hissar	Fatchabad	Banwali Sotra Village Hizrawan Kalan	Ancient site at Banwali Sotra Village comprised in survey plot Nos. 35/21, 35/22, 35/23, 35/24, 36/24, 36/25, 41/4, 41/5, 41/6, 41/7, 41/14, 41/15/1, 41/15/2, 41/16, 41/17, 41/24, 41/25/1, 41/25/2, 42/1, 42/2, 42/3, 42/4, 42/7, 42/8, 42/9, 42/10, 42/11, 42/12, 42/13, 42/14, 42/17, 42/18, 42/19/1, 42/19/2, 42/20, 42/21, 42/22/1, 42/22/2, 42/23 and 42/24.	Survey plot Nos. 35/21, 35/22, 35/23, 35/24, 36/24, 36/25, 41/4, 41/5, 41/6, 41/7, 41/14, 41/15/1, 41/15/2, 41/16, 41/17, 41/24, 41/25/1, 41/25/2, 42/1, 42/2, 42/3, 42/4, 42/7, 42/8, 42/9, 42/10, 42/11, 42/12, 42/13, 42/14, 42/17, 42/18, 42/19/1, 42/19/2, 42/20, 42/21, 42/22/1, 42/22/2, 42/23 and 42/24.	285 Kanal 06 Meral	North:—Survey plot No. 40. East:—Survey plot Nos. 35/25, 42/5, 42/6, 42/15, 42/16 and 42/25 South:—Survey plot Nos. 65/1, 65/2, 65/3, 65/4, 66/5/1, 66/5/2 and 66/4 West:—Survey plot Nos. 36/23, 41/3/2, 41/8, 41/13, 41/18 and 41/23.	Private	—

[No. 2/8/74-M]

D. MITRA, Director General
and ex-Officio Jt. Secy.

दिल्ली विकास प्राधिकरण

(सर्वे एवं सेटलमेंट यूनिट-1)

नई दिल्ली, 15 दिसम्बर, 1981

क्रा० भा० 19.—दिल्ली विकास अधिनियम, 1957 (1957 की सं०-6(1) की धारा 22 की उपधारा (4) की व्यवस्थाओं के अनुसरण में दिल्ली विकास प्राधिकरण ने नीचे लिखी अनुसूची में उल्लिखित भूमि आने शिक्षा निदेशालय, दिल्ली प्रशासन, पुराना मन्त्रालय, दिल्ली-6 को हस्तांतरित करने के लिये भूमि एवं विकास कार्यालय निर्माण और आवास मंत्रालय, भारत सरकार, नई दिल्ली के निपटाने पर देने हेतु केन्द्रीय सरकार के निपटान पर लौटा दी है:—

अनुसूची

लगभग 26 बीघा, -8 बिस्वा (लगभग 5.5 एकड़) माप का भूमि खंड जो गांव मझोला (आवर्शनगर) स्थित है, जिसका खः प्लॉट नं० 262/258/217/4/3 मिन स्थल है और जा अधिसूचना सं० एस० क्रो० 2190 दिनांक 20-8-74 का प्रांशिक भाग है।

1083 GI/81—2

उपर्युक्त भूमि खंड की सीमाएं निम्नलिखित हैं:—

उत्तर में:—खाली भूमि नाजायज भुग्गी

दक्षिण में:—सड़क

पूर्व में:—आदर्श नगर कालोनी

पश्चिम में:—सड़क

[एफ० 9 (89)/76/जी० एस०/864-66]

ह० (अन्तर्नीय), सचिव, दि०वि०प्रा०

DELHI DEVELOPMENT AUTHORITY

(Survey & Settlement Unit-I)

New Delhi, the 15th December, 1981

S.O. 19.—In pursuance of the provisions of sub-section (4) of Section 22 of the Delhi Development Act, 1957 (61 of 1957) the Delhi Development Authority has replaced at the disposal of the Central Government the land described in the schedule below for placing it at the disposal of the Land & Development Office, Ministry of Works & Housing, Govt. of India, New Delhi, for further transfer to the Directorate of Education, Delhi Administration, Old Secretariat, Delhi-6.

SCHEDULE

Piece of land measuring about Bighas. 26—8 Bis. (about 5.5 acres) situated in Village Bharualla (Adarsh Nagar) bearing Kh. No. 262/258/217/4/3 Min of Notification No. S.O. 2190 dated 20-8-1974.

The above piece of land is bounded as follows :—
North : Open land under unauthorised Jhuggies.
South : Road.
East : Adarsh Nagar Colony.
West : Road.

[No. F. 9(89)/76G.S./ASO(I)/864-66]

Sd/-

Illegible Secy., Delhi Development Authority.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 18 दिसम्बर, 1981

का० आ० 20.—चलचित्र सेंसर (नियम), 1958 के नियम 10 के साथ पठित चलचित्र अधिनियम 1952 (1952 का 37) की धारा 5 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार केन्द्रीय सूचना सेवा के अधिकारी श्री के० जी० रामकृष्णन् जो 30-11-1981 (अपराह्न) से सरकारी सेवा से निवृत्त हो गए थे, को 1-12-81 (पूर्वाह्न) से एक वर्ष की अवधि के लिए प्रादेशिक अधिकारी, केन्द्रीय फिल्म सेंसर बोर्ड, मद्रास के पद पर अस्थायी रूप से पुनर्नियुक्त करती है।

[फाइल संख्या 802/25/81-एफ (सी)]

के० एस० वेंकटरामन, डेस्क अधिकारी

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 18th December, 1981

S.O. 20.—In exercise of the powers conferred by sub-section (2) of Section 5 of the Cinematograph Act, 1952, (37 of 1952), read with rule 10 of the Cinematograph (Censorship) Rules, 1958, the Central Government is pleased to re-employ Shri K. G. Ramakrishnan, an officer of the Central Information Service, who retired from Government service with effect from 30-11-81 (AN), as Regional Officer in the Central Board of Film Censors, Madras, in a temporary capacity for a period of one year from 1-12-81 (FN).

[P. No. 802/25/81-F(C)]

K. S. VENKATARAMAN, Under Secy.

अम मंत्रालय

प्रवेश

नई दिल्ली, 29 अगस्त, 1981

का० आ० 21.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषय के बारे में स्टील प्रचारिटी आफ इंडिया के राउरकेला स्टील प्लांट के प्रबंध मंडल से संबंध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारों के बीच विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्वेशित करना बांछनीय समझती है;

प्रतः केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम 1947, (1947 का 14) की धारा 7क और धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एक औद्योगिक अधिकरण पठित करती है जिसके पीठासीन अधिकारी जे० एम० महापात्रा होंगे जिनका मुख्यालय भुवनेश्वर में होगा और उक्त विवाद को उक्त अधिकरण को न्यायनिर्णयन के लिए निर्वेशित करती है।

अनुसूची

क्या स्टील प्रचारिटी आफ इंडिया के राउरकेला स्टील प्लांट की कालटा आयरन और माइंस के प्रबंधमंडल की उजरत पर काम करने वाले ऐसे कामगारों की जो कि खानों पर लागू होने वाले स्टैंडिंग आर्डर के

अधीन नियमित होने की अर्हतायें रखते हैं, नियमित न करने की कार्यवाई न्यायोचित है? यदि नहीं, तो कर्मकार किस अनुसूच के हकदार हैं।

[सं० एन-26011/14/80-डी-III (बी)]

के०के० हाण्डा, अधर सचिव

MINISTRY OF LABOUR

ORDER

New Delhi, the 29th August, 1981

S.O. 21.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Rourkela Steel Plant of Steel Authority of India and their workman in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Govt. hereby constitutes an Industrial Tribunal of which Shri J. M. Mahapatra shall be the Presiding Officer, with headquarters at Bhubaneswar and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the management of Kalta Iron Ore Mine of Rourkela Steel Plant of Steel Authority of India are justified in not regularising the piece rated workmen who have qualified to do so in terms of the Standing Orders applicable to the mines. If not, to what relief the workmen are entitled?"

[No. L-26011/14/80-D.III.B]

K. K. HANDA, Under Secy.

आदेश

नई दिल्ली, 6 नवम्बर 1981

का० आ० 22.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट विषयों के बारे में आंध्र बैंक, हैदराबाद के प्रबंध मंडल से संबंध नियोजकों और उनके कर्मचारों के बीच एक औद्योगिक विवाद विद्यमान है;

और यतः केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्वेशित करना बांछनीय समझती है;

प्रतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7क और धारा 10 की उपधारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री पी० प्रसाद राव होंगे, जिनका मुख्यालय हैदराबाद में होगा और उक्त विवाद को उक्त औद्योगिक अधिकरण को न्यायनिर्णयन के लिए निर्वेशित करती है।

अनुसूची

"क्या आंध्र बैंक के प्रबंधमंडल की अपनी हैदराबाद शाखा के संबंध में श्री भावनारायणन, सचिव, हैदराबाद शाखा को, जिन्हें 29-7-80 से निलंबित रखा गया है, निर्वाह भत्ते के संदाय के प्रयोजनार्थ विशेष भत्ता (को भत्ता) शामिल न करने की कार्यवाई न्यायोचित है? यदि नहीं, तो संबंधित कर्मकार किस अनुसूच का हकदार है?"

[सं० एन-12012/114/81-डी० II-ए]

ORDER

New Delhi, the 6th November, 1981

S.O. 22.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Andhra Bank, Hyderabad, and their workman in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri P. Prasada Rao shall be the Presiding Officer, with headquarters at Hyderabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the action of the management of Andhra Bank in relation to their Hyderabad Branch is justified in not taking into account the special allowance (Key allowance) for the purpose of payment of subsistence allowance to Shri Bhavanarayan, Clerk, Hyderabad Branch who has been kept under suspension since 29-7-80 ? If not, to what relief is the workman concerned entitled ?

[No. L-12012/144/81-D.II.A.]

प्रारंभ

नई दिल्ली, 7 नवम्बर, 1981

का० प्रा० 23—केन्द्रीय सरकार की राय है कि इसमें उपायद्वय अनुसूची में विनिर्दिष्ट विषय के बारे में देना बैंक, सूरत के प्रबन्धन में से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारियों के बीच विद्यमान है;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है;

अतः, केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (1) के खंड (ब) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित करती है जिसके पीठासीन अधिकारी श्री जी० एम० बरोट होंगे, जिनका मुख्यालय प्रहमबाबाद में होगा और उक्त विवाद को उक्त अधिकरण को न्याय निर्णयन के लिए निर्देशित करती है।

अनुसूची

“क्या देना बैंक, सूरत के प्रबन्धन की श्री एम० एम० देसाई को गनवेसी शाखा में स्थानांतरित और तैनात करने और परिणामस्वरूप श्री ईश्वर भाई को टेलर भत्ता प्राप्त करने के अवसर न देने की कार्यवाही न्यायोचित है? यदि नहीं, तो संबंधित कर्मकार अर्थात् श्री ईश्वर भाई किस अनुतोष का हकदार है।”

[सं० एल-12012/217/80-डी०II(ए)]

ORDER

New Delhi, the 7th November, 1981

S.O. 23.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to Dena Bank, Surat and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri G.S. Barot shall be the Presiding Officer, with headquarters at Ahmedabad and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Whether the action of the management of Dena Bank, Surat in transferring and posting of Shri M.M. Desai to Gandevi Branch thereby denying the opportunity

to Shri Ishwarbhai of getting teller allowance, is justified ? If not to what relief is the workman concerned viz. Shri Ishwarbhai entitled ?

[No. L-12012/217/80-D.II (A)]

New Delhi, the 15th December, 1981

S.O. 24.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Western Coalfields Limited, Biseser House, Temple Road, Nagpur and their workmen which was received by the Central Government on the 8th December, 1981.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R) (19)/1980

PARTIES:

Employers in relation to the management of Chairman-cum-Managing Director, Western Coalfields Limited, Nagpur and their workmen represented through the M.P.R.K.K.K. Sangh (INTUC) near Ayanakar Statue, Mahal, Nagpur-440002.

APPEARANCES:

For Workmen—Shri R. S. Sunderam, Advocate.
For Management—Shri P. S. Nair, Advocate.

INDUSTRY : Coal

DISTRICT : Nagpur (M.S.)

AWARD

Dated : December 1st, 1981

This is a dispute between the Management of Western Coalfields Limited, Nagpur and their employees posted at Nagpur regarding the grant of City Compensatory Allowance, hereinafter referred to as the C.C.A. The Government of India in the Ministry of Labour vide its Notification No. L-18012/15/78-D.IV(B) dated 21st March, 1978 referred the aforesaid dispute to this Tribunal for adjudication in the following terms :—

“Whether the action of the management of Western Coal Fields Limited, Biseser House, Temple Road, Nagpur in not granting City Compensatory Allowance to Sarvashri A.K. Ghosh, P.K. Talukdar and A.K. Khanway, Clerks from the time of their transfer to Nagpur is justified ? If not, to what relief are the concerned workmen entitled ?”

2. The claim as presented by the workmen may briefly be stated as under :—

The workmen S/Shri A. K. Ghosh, P. K. Talukdar and A.K. Khanway, all posted as clerks with the Western Coalfields Limited, hereinafter referred to as the management, at their Head Office in Nagpur. They were appointed on different dates in the years 1968, 1972 and 1973 by the National Coal Development Corporation, hereinafter referred to as the N.C.D.C. Initially they were working with the N.C.D.C. at the Colliery site. After the nationalisation of the Coal Mines in 1973 they were transferred to Nagpur as the management established their Head Office there. Under the terms of employment under the N.C.D.C. these workmen were entitled to Variable Dearness Allowance (V.D.A.) and City Compensatory Allowance (C.C.A.) also. By the Coal Mines (Nationalisation) Act the terms and conditions of service of the coal mines affected by the nationalisation remained unaffected. As during the nationalisation period under the N.C.D.C. the workmen were getting both the aforesaid allowances the management was bound to pay these allowances to these workmen at Nagpur also. The management continued to grant these allowances to some of the workmen appointed in the year 1973 and 1974. But so far as these workmen are concerned they were not paid their C.C.A. after they were transferred to Nagpur. The claim for the V.D.A. was, however, allowed. Workmen accordingly pray that they should be paid their C.C.A. from the time of their transfer to the Head Office at Nagpur upto the month of August 1979 since when payment of the C.C.A. has been resumed by the management.

3. The case of the management is that the aforesaid workmen were appointed between the years 1968 and 1973; that the terms and conditions of their service are governed by the Coal Wage Board Recommendations which were accepted both by the employers as well as by the employees; that in these recommendations, which came in force from 15-8-1967, there is no provision for payment of any C.C.A.; that in some of the pre-nationalised coal mines industries some system for payment of such allowances was prevalent but under the terms and conditions of the employment of these workmen they are not entitled to any such allowances for the simple reason that the Wage Board Recommendations are binding on both the parties and that after the nationalisation when the Head Office of the management were transferred to Nagpur these workmen cannot claim any C.C.A. as a term and condition of their service.

4. The management further contend that those employees of the N.C.D.C. who were appointed prior to 15-8-1967 and who under the N.C.D.C. were being paid C.C.A. they alone continued to get it from the present management; that those employees who were employed after 15-8-1967—the date from which the Coal Wage Board Recommendations came into force are not entitled to any C.C.A.; that in the terms and conditions of appointment of the present workmen there is no provision for any payment of C.C.A. and it was only in pursuance of the subsequent agreement in the year 1979 that C.C.A. is now being paid to those workmen, including these workmen, who have become entitled to get it under these agreements/settlements.

5. As per order passed on 22-5-1980 the workmen were called upon to file rejoinder to the statement of claim made by the management, but no rejoinder was filed. The management, however, filed rejoinder to the statement made by the workmen, the main points of which are reproduced above.

6. As per order dated 21-6-1980 the only issue arising for decision in this case is the dispute referred to for adjudication to this Tribunal and which has been reproduced above.

7. My finding on the aforesaid issue is that the management of the Western Coalfields Limited Nagpur is justified in not granting C.C.A. to the workmen Sarvashri P.K. Ghosh, A.K. Talukdar and A.K. Khanway from the time of their transfer to Nagpur and that the workmen are not entitled to the relief claimed by them in this case.

8. As already stated above the workmen did not file any rejoinder to the facts pleaded by the management in their statement of claim. After filing their own statement of claim the workmen mostly remained absent and did not take any interest in these adjudication proceedings. Their attitude had to be noted in the order passed on 18-2-1981 which is clearly indicative of the lack of interest taken by the workmen in these proceedings. A reference to orders passed on other different dates will also support this view. Even when the case was ripe for evidence one of the workmen, who was present with the Counsel of the workmen, sought adjournment which was in the light of the previous conduct of the workmen, refused. Finally the management's witness was examined in presence of one of the workmen. Though one of the workmen was present he did not choose to cross-examine the witness. Thus pleadings of the parties and the solitary statement of the management's witness Shri R. K. Mehta, Deputy Chief Personnel Manager of the management, is the only material on the basis of which the dispute has to be adjudicated upon.

9. I have considered the material on record. My findings with the reasons for the findings given above are as under :—

(a) According to the management's witness the present three workmen were appointed after 15-8-1967. In the statement of claim of the workmen para 3 this fact is clearly borne out. Admittedly, coal mines were nationalised in the year 1973 and Coal Wage Board Recommendations were brought in force earlier from 15-8-1967. The management's witness has stated that the wages and emoluments of the employees of the coal mines are regulated by the recommendations of the Wage Board and National Coal Wage Agreements I and II; that in the Coal Wage Board Recommendations there is no provision for the payment of C.C.A. to those employees who are posted at Nagpur and that it was only in pursuance of the N.C.W.A. II that C.C.A. was and is being paid to the workmen posted in cities. Regarding the present workmen, he stated that they were employees of the

N.C.D.C. and after nationalisation they were absorbed as employees of the management. Lastly he has stated that these three workmen were appointed subsequent to 15-8-1967, when the Coal Wage Board Recommendations came into force, they were not entitled to any C.C.A. as they were not eligible for it. This witness also stated that some employees of the N.C.D.C. appointed prior to 15-8-1967 were being paid C.C.A. in respect of their appointment at Ranchi but at that time there was no office of the N.C.D.C. at Nagpur and those who were getting C.C.A. at Ranchi continued to get it at Nagpur also.

(b) From the aforesaid evidence given by the witness, it is clear that the present three workmen were appointed after the Coal Wage Board Recommendations came into force on 15-8-1967. In N.C.D.C. they were not getting any C.C.A., as they were working at the Colliery site and not in city. When there is no entitlement for C.C.A. under the Coal Wage Board Recommendations and there is no condition for payment for such C.C.A. in the orders of their appointment they cannot claim it from the management. It is admitted that after the National Coal Wage Board Agreement II came into force in 1979 and since then these workmen are also being paid C.C.A.

(c) So far as the workmen are concerned, they have neither entered the witness box nor produced any documentary evidence to justify their demand for payment of C.C.A. from the date of their transfer. Consequently, in the light of the material on record, it has to be held that non-payment of the C.C.A. to the workmen from the date of their transfer to Nagpur by the management is fully justified. Consequently for the reasons given above the dispute referred to this Tribunal for adjudication is answered as under :—

"The action of the management of the Western Coalfields Limited, Biseser House, Temple Road, Nagpur in not granting City Compensatory Allowance to Sarvashri A.K. Ghosh, P.K. Talukdar and A.K. Khanway, Clerks from the time of their transfer to Nagpur is justified and that the concerned workmen are not entitled to any relief."

In the circumstances of the case I will leave both the parties to bear their own costs as incurred.

S. R. VYAS, Presiding Officer
[No. L-18012/15/78-D.IV(B)]

New Delhi, the 19th December, 1981

S.O. 25.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal (Central), Hyderabad, in the industrial dispute between the employers in relation to the management of Messrs Singareni Collieries Company Limited, Bellampalli Division and their workmen, which was received by the Central Government on the 14th December, 1981.

BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL) AT HYDERABAD

PRESENT :

Sri B. Prasada Rao, B.A., B.L.,

Industrial Tribunal (Central).

Industrial Dispute No. 14 of 1979

BETWEEN

Workmen of Singareni Collieries Company Limited, Bellampalli Division-1, Bellampalli

AND

The Management, M/s. Singareni Collieries Company Limited, Bellampalli Division No. 1, Bellampalli.

APPEARANCES :

(1) Sri B. Ganga Ram Central Vice-President, Singareni Collieries Workers' Union for the Workmen.

(2) Sri K. Srinivasa Murthy, Honorary Secretary, Federation of Chamber of Commerce and Industry, Hyderabad for the Management.

AWARD

This is a reference which relates to an industrial dispute between a workman of Singareni Collieries Company Limited, Bellampalli and the Management and was referred to this

Tribunal by the Government of India under Order F. No. L. 21012 (1)/79-D. IV (B), Ministry of Labour dated 23-8-1979. The issue which was framed for the determination by this Tribunal is as follows :—

SCHEDULE

Whether the action of the management of Messrs Singareni Collieries Company Limited, Bellampalli Division I is not giving weightage of past service while fixing the wages of Sri S. Thaneshha, in the grade of shot-firer is justified. If not, to what relief is the concerned workman entitled ?

2. The case of the workman is as follows :—

The Workman is one Thaneshha a coal filler. He passed the test of Shot-firer in June, 1977 and was working as an acting shot firer and was promoted as shot firer with effect from 1-9-1978 and he was fixed on a starting basic pay of Rs. 378/- in the scale of Rs. 378/-18-522-23-614. After his promotion his total emoluments came to Rs. 589.60 Ps. per month whereas at the time of his promotion he was getting Rs. 602.99 Ps. per month as coal filler. If he is paid 3 increments and fixed on the starting basic pay of Rs. 432/- per month, his total emoluments will come to Rs. 607.60Ps. Thus his wages can be protected. But the management, by fixing him on the basic pay of Rs. 378/-, reduced his wages existing at the time of his promotion. So, on promotion he was getting less wages. After promotion, it is a fundamental principle that a workman's wages have to be protected. In the present case, the Management violated that principle. In the year 1963 also similar problems arose, but the Management then rectified the mistake and re-fixed the basic pay of those persons affected. During the conciliation proceeding held on 29-9-1963, the Management agreed to examine all the cases on the principle of fixing the pay, based on the existing pay they were drawing as piece rated coal cutters at the time of their transfer as shot-firers, and hundreds of cases were reviewed, and anomalies in their fixation of wages were rectified and the workers were paid the arrears. A similar dispute was raised at Kothagudem Collieries also and it was referred to this Tribunal in I. D. No. 40 of 1964 and that was decided in favour of the workman. Similar problems have arisen on a number of occasions and they were rectified. For the above reasons, it is prayed that this Tribunal may fix the wages of S. Thaneshha at Rs. 432 as the starting basic pay instead of Rs.378/- w.e.f. 1-9-1978 in the scale of shot firer giving 3 weightage increments for his past service as piece rated coal filler.

3. The Management filed a counter contending as follows:—

Sri S. Thaneshha was working as coal filler and after he passed the shot firer's examination in June '77 he was engaged as acting shot firer as and when required, and was paid the acting allowance due to him for working as shot firer. He was promoted as shot firer w.e.f. 1-9-78 after he produced the relevant certificates required for promotion. The wages of a coal filler is of piece rate, and comprises of many allowances and varies according to the work turned out by him. It is difficult and impracticable to work out any average, as wages differ from filler to filler. They vary according to the number of days worked by him, and the pushing and other allowances earned by him, and the earnings of a filler normally differ from the earnings of a time rated employee and does not fit into the grade. If such wages of fillers in the promoted category are protected, the time rated employees already promoted to the category will forego the seniority in the grade, and this will result in serious unrest. Thaneshha was promoted under an order vide office order No. DPO/BPA SFD/5/1779 dt. 3-9-78 and the basic in which he was to start in the grade was also made clear to him and he accepted the appointment and reported for duty as shot firer. If he had felt that his earning would be effected by promotion, he should have rejected the promotion and continued as filler and informed the Management that the terms and conditions of service of the promotion order were not acceptable to him. As he did not do so, then, he is estopped from demanding more. The reference mentioned in the petition regarding conciliation proceedings in the year 1963 have no relevance to the present case. The wages of Thaneshha were ranging from Rs. 208.41 to Rs. 767.41 per month. To compare the wages of a filler with the wages of a monthly rated workman is not correct, for the reason that the jobs are not identical and the contention that wages or promotion should be protected is devoid of substance and the claim made after 1 1/2 years of promotion cannot be entertained. If claims of this nature are entertained the system of fixation on promotion would be jeopardised. Hence the claim of the Petitioner for

fixing him on a starting basic of Rs. 432/- instead of Rs.378/- w.e.f. 1-9-78 is untenable and is liable to be rejected.

Issue.—The workman in this case previously working as Coal filler. He passed Shot firer test in June 1977 and he was appointed as Shot-firer with effect from 1-9-1978. His starting basic pay was fixed at Rs. 378.00 in the scale of Rs. 378-18-522-23-614. It is his case that as Shot-firer he was getting total emoluments of only Rs. 589.60ps whereas when he was working previously as coal filler, he was getting average emoluments of Rs.602.99 per month, that hence he was in fact getting less as Shot-firer than as Coal filler though the post of Shot-firer was higher than that of a Coal filler, that in fact his being appointed as Shot-firer was a promotion from Coal-Filler, that hence when a person is promoted, he should not get less than what he was getting previously and that for the said reason his basic pay as Shot-firer has to be fixed at Rs.432.00 per month instead of Rs.378.00 per month with effect from 1-9-1978, in the scale of Shot-firer getting three weightage increments as piece rated workman. The contention of the Management, in short, is that the Coal filler is a piece rated worker, that it is difficult to estimate his wages per month as they differ from filler to filler that it also varies according to the number of days worked and pushing and other allowances, that in the case of a Shot-firer who is a monthly rated worker he gets fixed pay ad allowance, and that hence to compare the wages of Fillers with the wages of monthly rated workmen is improper for the reason that the jobs are not identical and that for the said reason the workman is not entitled for any relief.

4. It is contended on behalf of the workman that previously even when a piece rated worker like the Coal filler was promoted as a Shot firer which is a monthly rated job his total emoluments which he was drawing as Coal filler were being protected. It is said that in the year 1963 there was a dispute in this regard and conciliation proceedings were held. Ex. W1 is the minutes of discussion held by the Conciliation Officer on 29-9-1963 between the Management and the Workers Union of Bellampalli Division. In para 3 of it, it is stated that the Management agreed to examine all the cases on the principle of fixing the pay based on existing pay they were drawing as piece rated Coal cutters at the time of transfer of shot-firers. Ex. M2 is the true copy of the Settlement that was reached between the Workmen and the Management regarding the fixation of pay consequent on the promotion of Fillers to the daily rated jobs. This is dated 26-7-1965. In para 2 of it, it was stated that whenever the Management agreed to transfer any piece rated filler to a daily rated category which is lower than category V his wages would be fixed as per General Manager's Circular No P-49/487 5894 dated 16-11-1961. In para 1 it was stated that if a piece rated filler is appointed/transferred to daily rated category higher than Category V, his basic starting wages will be fixed on the basis on category V daily rated wage plus increment of category V wages for the number of years he had worked as piece rated filler since 1-6-1959. Ex.W3 is the Circular issued to the General Manager, Kothagudem Collieries on 20-12-1972 where under it was stated that representations were received from Fillers appointed as Coal Cutters/Shot Firers/Mining Sirdars stating that they should be allowed some weightage by fixing their wages (salaries) in their respective categories (grades) having regard to their service and earning as 'Fillers, and that it was agreed by the Management that the basic wages of Coal Fillers who were appointed as Shot-firers on or after 15-8-1969 shall be re-fixed by giving weightage to the whole of the past service as coal fillers till the date of the promotion, at the rate of one increment for every two years of service, subject to a maximum of three increments, and fixing their pay at that level. W.W.2 who is the General Secretary of the Singareni Collieries workers' Union, says that Ex. W3 is the copy of the Circular issued by the Management in regard to the fixation of pay of Fillers appointed as Coal Cutters, Shot-firers or Mining Sirdars and that it was settled that for every two years of service one weightage increment should be given subject to a maximum of three weightage increments. Basing on Ex.W3 referred to above, it is contended on behalf of the Workman that in his case, the principle of fixing the pay as mentioned in Ex. W3 was not followed and that hence the said fixation of his pay by the Management is improper. But it is contended on behalf of the Management that it cannot be done so, as circumstances have changed. The learned counsel for the Management argued that at the time the Circular Ex. W3 was issued in the year 1972, the Coal Filler was in Grade

E and Sirdar was in Grade D, that under the National Coal Wage Agreement 1 dated 1-1-1975 the pay structure was changed (only for the Mining Staff), that then the Coal Filler who was in Grade E was upgraded to Grade D and the Sirdar was upgraded to Grade C, and that hence subsequent to 1-1-1975 the Circular which was issued in 1972 as per Ex. W3 had no relevance at all as the entire pay structure of the Mining Staff has changed. There is considerable force in the said argument. In fact the Management issued a Circular to that effect in 1-8-1975 a copy of which is Ex. M1 stating that it is not practicable to fix the pay of Fillers on the basis of the earlier Circular as it amounts to giving them undue weightage over their seniors and that the Fillers transferred to time rated categories from 1-1-1975 should invariably be fixed at the minimum of the category to which they are transferred. So it is contended on behalf of the Management that the fixation should be done as per this Circular for Coal fillers who were posted as Shot-firer on or after 1-1-1975. As per the National Coal Wage Agreement 1 dated 1-1-1975 the fall back guarantee wage for a Coal Filler was fixed at Rs. 13.00 per day. Taking that as the basis, for 26 days per month, on average, it comes to Rs. 328.00 per month. It is nearly equal to the starting basic pay of a Grade E monthly rated worker which is Rs. 330.00. As under the National Coal Wage Agreement 1, the coal filler was upgraded from Grade E to Grade D, and as the basic starting pay of a Grade D a monthly rated workman is Rs. 378.00 this coal filler's starting basic pay was fixed at Rs. 378.00 in the scale of Rs. 378.00 to Rs. 614.00 and hence it has to be said that the fixation was correctly made. But it is contended on behalf of the Workman that the said mode of fixation is incorrect that his pay should be fixed as contained in Ex. W3 previously referred to, that is, should be given three increments, that they should be added to Rs. 378.00 that hence it comes to Rs. 432.00, that adding allowances to it, the total comes to Rs. 607.60, and that as he was getting total wages of Rs. 602.09 prior to his being appointed as shot-firer, and that as his total wage subsequent to his appointment (promotion) as Shot-firer "should not be less than that it can be only be done by fixing his starting basic pay at Rs. 432.00 per month, and that then only his wages would be protected. It is not possible to agree to the said argument. As stated already circumstances have changed subsequent to Ex. W3 and the National Coal wage Agreement 1 came into effect from 1-1-1975 where under the piece rated coal filler was upgraded from Grade E to Grade D, and there was subsequently the circular issued by the Management as per Exs. M1 referred to previously. Further, there was subsequently an agreement entered into between the Management and the Workmen on 28-9-1978. Ex. M4 is a copy of it. Item 6 therein is relevant for the purposes of this case. It is in respect of Fillers transferred to time rated categories and it is as follows:—

"Fillers transferred to time rated categories :—

In case of the fillers transferred to time rated jobs of Category IV or below after implementation of National Coal Wage Agreement i.e. after 1-1-1975, their pay will be refixed assuming that they are appointed with the minimum of respective category as on that date i.e. 1-1-1975 if they are in service on that date as Fillers and they will be allowed increments from the date of appointment/transfer to that category. The pay of such incumbents shall be refixed on proforma basis as on 1-1-1978 in the category to which they are appointed/transferred (upto category IV only) and they will be paid on this basis with effect from 1-1-1978.

Cases of fillers transferred to time rated jobs upto Category IV after 1-1-1978 also will be reviewed on the same basis as from the date of transfer only."

Relving on this agreement, it is contended on behalf of the Management that the mode of fixing of the pay of this workman is correct. But it is contended on behalf of the Workman that subsequent to this agreement there was another agreement entered into between the Management and the Workmen on 23-10-1978 (Ex. W4 is copy of it) where under it is provided that a Coal Filler promoted to a time rated job should be paid Mine average or the minimum wage of the time rated category, whichever is higher, and that according to this Circular the wages which this workman should get after promotion as Shot firer should not be less than what he was drawing as a Coal filler, and that hence

the mode as done by Management is wrong. This contention also cannot be accepted on account of the reason that Ex.W4 clearly states that it is in respect of Fillers employed on time rated jobs on temporary basis, that is, for a short duration. It is contended by the learned counsel for the Management that whenever there is vacancy of a Shot-firer for a day or two, and where the Filler is appointed to that post, he should be paid as per the said Circular, as otherwise he would not be inclined to do that work. I am inclined to agree with the said argument.

5. It is lastly contended on behalf of the Workman that the very basis of fixing the pay of his workman is wrong, on account of the reason that it was done on the basis of the guarantee wage, that the guarantee wage is the minimum wage which the workman is entitled to, if no work is turned out, for any reason, which is not due to his fault, such as power brake down, etc. and that hence that cannot be made the basis for fixing the pay when he is promoted. It is not possible to agree to the said argument. As stated already, the job of a Filler and that of a Shot firer are not similar, as one is a piece rated job and the other is monthly rated. In respect of piece rated job, the income is not stable, as it varies, and it depends on many circumstances such as, number of days worked, amount of work done and so on and so forth, whereas in the case of a time rated or monthly rated job it is constant. So, these two cannot be equated with each other. On the entire material placed before me, I find that the pay fixation made by the Management with regard to this workman when he was appointed as Shot-firer is correct. Hence he is not entitled for any relief claimed by him.

6. On the issue referred to this Tribunal I find that the action of the Management of M/s. Singareni Collieries Company Limited, Bellampalli Division-1 in not giving weightage of past service while fixing the wages of Sri S. Thaneesha in the grade of Shot-firer is justified. Hence the workman is not entitled to any relief.

An award is passed accordingly.

APPENDIX OF EVIDENCE

Witnesses examined for the Workmen : For Management: M. W. 1 V. Gopala Sastry

- (1) W. W. 1 S. Thaneesha
- (2) W. W. 2 M. Komarajah

Documents exhibited for the Workmen :

- Ex. W1 True Copy of the Minutes of discussions held by the Conciliation Officer (C), Secunderabad on 29-9-63 with the Management of Singareni Collieries Company Limited and the Singareni Collieries Workers' Union, Bellampalli Branch.
- Ex. W2 True Copy of the Award in I. D. No. 40/64 on the file of this Tribunal.
- Ex. W3 True Copy of the Circular No. P. 4/2931/3315, dt. 20-12-72 issued by the Management in regard to refixation of pay of Fillers appointed as Coal Cutters, Shot firers or Mining Sirdars.
- Ex. W4 True Copy of the Circular No. P.49/2782. VIII/4216, dated 23-10-78 issued by the Management in regard to payment to be made to the Coal Fillers employed on time rated jobs occasionally regarding.

Documents Exhibited for the Management

- Ex. M1 True Copy of the Ref. No. P. 49/3276/3254, dt. 1-8-75 addressed by the General Manager to Divisional Superintendent regarding the implementation of National Coal Wage Agreement dated the 11th December 1974.

- Ex. M2 True Copy of the letter No. P. 8/2481/3049, dt. 26-7-65 regarding the terms of Settlement between the Management and the Workmen of Singareni Collieries Company Limited, Kothagudem Collieries.
- Ex. M3 True Copy of the Circular No. P. 49/2782-VIII/2042, dt. 8-9-1973 issued by the Management to all the pits, departments and all the Collieries.
- Ex. M 4 True Copy of the Memorandum of Settlement dt. 28-9-78 between the Management and Singareni Collieries Company Limited and their workmen over a charter of demands.
- Ex. M5 Circular No. P. 49/3696/3472, dt. 17-9-79 issued by the Management to all Pits, Departments and all the Collieries regarding the implementation of National Coal Wage Agreement.
- Ex. M6 True Copy of the Memorandum of Settlement dt. 29-1-81 between the Management of Singareni Collieries Company Limited and their workmen.
- Ex. M7 National Coal Wage Agreement dt. 11-12-74.
- Ex. M8 Wage Particulars of Sri S. Thaneesha for the years 1975 to July, 1977.

B. PRASADA RAO, Presiding Officer
[No. L-21012(1)/79-D.IV(B)]

S.O. 26.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Western Coalfields Limited, Headquarters, Chairman & Managing Director's Office, Bissesser House, Temple Road, Nagpur-440001 and their workmen, which was received by the Central Government on the 8th December, 1981.

BEFORE JUSTICE SHRI S. R. VYAS (RETD.) PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)/1979

PARTIES:

Employers in relation to the management of Western Coalfields Limited, Head Quarters Chairman & Managing Director's Office, Bissesser House, Temple Road, Nagpur-440001 and their workmen represented through the M.P.R.K.K.K. Sangh (INTUC), Near Abhyankar Statue, Mahal, Nagpur-440002.

APPEARANCES:

For Union—Shri P. K. Talukdar.

For Management—Shri P. S. Nair, Advocate.

INDUSTRY : Coal DISTRICT : Nagpur (M.S.)

AWARD

Dated : December 3, 1981

The Central Government in the Ministry of Labour has referred the following dispute to this Tribunal for adjudication vide Notification No. L-18011(4)/78-D.IV(B) dated 27th September, 1979:—

“Whether the action of the management of Western Coalfields Limited, in prescribing educational qualification as Matriculation for the post of Purchase Officer and Graduation for the post of Purchase Inspector is justified. If not, what should be the criterion for promotion of Purchase Inspector to the post of Purchase Officer with regard to the educational qualifications?”

2. In the statement of claim made by the workmen's Union it is stated that the management of the Western Coalfields Limited, hereinafter referred to as the management, has while laying down the minimum educational qualifications

for the posts of Purchase Inspectors and Purchase Officers specified the lower educational qualifications for the higher post of Purchase Officers, and higher educational qualifications for lower post of Purchase Inspectors; that by laying down such minimum qualifications the management has created an anomalous situation; that the attitude of the management is totally unjustified and that the criterion fixed for promotion of the workmen from the post of Purchase Inspectors to the post of Purchase Officers is arbitrary, discriminatory and unreasonable.

3. In reply to this statement it is urged on behalf of the management that the posts of Purchase Inspectors and Purchase Officers are in the executive cadre of the management; that the incumbents of these posts are not workmen as both perform managerial as well as supervisory duties; that the dispute raised by the workmen's Union is not an industrial dispute to attract the provisions of the Industrial Disputes Act 1947, hereinafter referred as the Act; that Western Coalfields Limited is one of the subsidiaries of the Coal India Limited and such posts i.e. the post of Purchase Inspectors and Purchase Officers are provided in the managerial cadre of all the subsidiaries of Coal India Limited; that the management has an absolute authority to fix the minimum educational qualifications either for appointment or promotion to the aforesaid posts; that the management is fully justified in laying down the impugned qualifications for persons to be recruited to or promoted to these posts; that the challenge made to the order of the management neither relates to any particular person nor to any particular candidate and that on this ground the reference is not at all maintainable.

4. In the rejoinder filed to the statement of claim of the management the Union has reiterated the pleas raised by it in the statement of claim.

5. As per order passed on 12th March, 1980 the only issue to be decided in this case is the dispute referred to this Tribunal for adjudication.

6. During the adjudication proceedings the Union's representatives did not take due interest because mostly they remained absent. Though a number of opportunities were given yet their attitude was that of non-cooperation. Finally even after a number of opportunities were given to the Union's representative and the case was ripe for evidence prayers were made for adjournment which were rejected. In these circumstances only one witness for the management was examined but he was also not cross-examined by the Union's representative who was present on the date of his examination. Union also led no evidence to rebut the evidence given by the management. Having considered the evidence given by the management and the other material on record my findings on the points raised in the dispute are as under:—

- (1) The action of the management of the Western Coalfields Limited in prescribing educational qualifications as matriculation for the post of Purchase Officers and Graduation for the post of Purchase Inspectors is, for the reasons given below, justified.
- (2) In view of the findings given above, it is not necessary to give a decision on the later part of the dispute but it may be said that the criterion fixed by the management for promotion of Purchase Inspectors to the post of Purchase Officers with regard to the educational qualifications laid down by them is fair and not liable to be challenged on merits.

Reasons for the aforesaid findings:—

7. It is an admitted fact that the Western Coalfields Limited is a subsidiary of the Coal India Limited. The posts of Purchase Inspectors and Purchase Officers are posts on the managerial cadre of the management of the Coal India Limited and are not posts under any Statute Rule, Regulation, Wage Board Recommendations and National Coal Wage Agreements I and II. The management, therefore, is not under a legal obligation to have these posts on their establishment. Apart from the posts created by the Statute the management of the Coal Mines is to be run by persons composing the management which as a matter of expediency must consist of officers of the executive cadre. The management has got different departments and one of the department is the Department known as Stores & Purchase Discipline. Ex. M/4 is a Book known as “Common Coal Cadre” describing

the executive establishment under the Coal India Limited and its subsidiaries also. This book provides the various branches of the establishment discipline and a reference may be made in this behalf to pages from 71 to 86. At page 82 is given the Materials Management Discipline and in columns A to H prescribes the various particulars with regard to pay, minimum qualifications, minimum experience both for direct recruits as well as for promotees. Ex. M/2 gives the promotional channel of Stores Purchase Discipline. In this the posts of Purchase Chief Stores Keeper, Inspectors of Stores is the lowest posts and the next post of promotion is Assistant Purchase Officer/Assistant Controller of Stores. Above this post is the post of Purchase Officer/District Controller of Stores. Vide Ex. M/3 "Cadre Scheme for Stores and Purchase Discipline" the scales of pay of the Assistant Purchase Officers and Purchase Officers are respectively given as 725-1325 and 1050-1650. For direct recruitment a high Second Class Degree in Arts/Science/Commerce/Engineering or Technology is prescribed and for promotion a similar degree in Arts/Science/Commerce with five years experience as Inspector of Purchase is required. At page 82 of the Book "Common Coal Cadre" it is stated that minimum qualification for direct recruit will be the same as above plus a minimum experience of two years as trainee. For promotees the minimum qualification is graduate in Arts/Science/Commerce and three years experience of Inspector of Purchase. The other minimum qualification is Matriculation with five years experience as Inspector of Stores.

8. In this connection a reference may be made to the evidence given by M.W. 1, Shri G. R. Bhandari, Additional Chief Personnel Officer of the management who stated that Purchase Officers and Purchase Inspectors perform supervisory duties over about 5-6 persons working under them; that the management purchases goods to the tune of crores every year; that Purchase Officer is the recommending authority and that there are different authorities at different level to sanction these purchases. He also says that while making appointments to these posts education qualification and experience is given preference and that minimum qualifications were fixed in order that the management may build up an efficient cadre of qualified persons. Lastly he stated that when employees in the Stores Section made a grievance of not getting opportunities for promotion to the executive cadre the management decided to promote those who were not Graduates but were Matriculates with minimum experience of five years in the Stores Section. This decision was with a view that persons in the employment of the management also have an opportunity for promotion.

The reasonings given by this witness who is a very responsible officer of the management appears to be valid. As stated earlier, the management must be given its own discretion to build up a cadre of qualified and experienced persons. Thus the qualifications laid down are in the light of the evidence given by this witness, quite reasonable.

9. According to both the parties the "Common Coal Cadre" Ex. M/4 does not lay down any minimum educational or other qualifications for either direct recruitment to or on promotion to the post of Inspector. It is, however, admitted that the management has fixed graduation with at least Second Division and two years experience as the minimum qualifications (See statement of claim by the Union para 7).

10. The contention of the Union that for the higher post of Purchase Officers the minimum qualification laid down is Matriculation but for the post of Purchase Inspectors a higher qualification is fixed by the management. This contention, in my opinion, is untenable both on facts as well as on merits. If a reference is made to Ex. M/4 at page 82 it would appear that for the post of Purchase Officer a direct recruit must be a high Second Class Graduate and should have two years experience as a trainee. A promotee also should be a Graduate with three years experience as Stores Inspector in the scale of Rs. 592-992. In case the promotee is only a Matriculate then he should have five years experience as a Purchase Inspector in the scale of Rs. 592-992. It is, therefore, not correct to say that for the post of Purchase Officer the only qualification is that of Matriculation. It is no doubt admitted that for the direct recruitment to the post of Purchase Inspectors or for promotion the minimum educational qualifications laid down is a Graduate with two years experience.

11. The management of the Coal India Limited is a public sector undertaking and is required to make purchases worth several lacs of rupees every year. Executive Officers of the Purchase Discipline are primarily responsible for dealing with purchases worth several lacs of rupees every year. Discharge of duties of the personnel borne on the establishment and dealing in purchases require education, experience and training while making purchases for the establishment. The job to be done by them is not the job of unskilled labourers. Hence the management is quite justified in laying down certain norms for appointment and promotion to the posts of executive officers in the Stores and Purchase Discipline. Such a responsible job cannot be assigned to illiterate, unskilled and untrained persons. If, the management is required to appoint only literate and trained persons on these posts, then they must be guided by certain principles while making appointments. While determining those principles questions regarding educational qualifications, experience and training have to be kept in mind. Considering the nature of the responsibilities to be discharged by the executive officers of the Purchase Department if, reasonable minimum qualifications are laid down to consider literacy, knowledge and experience then the minimum qualifications fixed by the management in this case both the Purchase Inspectors and Purchase Officers either in the event of direct appointment or in the event of promotion, then it does not appear unreasonable. It also cannot be said that the minimum qualifications fixed by the management are so high as to deny any reasonable opportunity either to a direct appointment or promotion to a suitable and qualified candidate.

12. Purchase Inspector is in the time scale of pay Rs. 725-1325 and the time scale of pay of the Purchase Officer is Rs. 1050-1650. These scales of pay are fairly high scales of pay and the incumbents also must possess minimum educational qualifications before they can be considered fit for appointments to these posts. If, in these circumstances the management has laid down that for a direct recruit to the post of Purchase Officers the minimum educational qualifications should be graduation and three years experience, then it cannot be said that these qualifications are either very high or are such as to deny reasonable opportunity either for a direct recruitment or for promotion.

13. The main grievance of the Union is that though Matriculation a qualification lower than Graduation is fixed for appointment for the post of Purchase Officer yet Graduation, which is higher than Matriculation is fixed for appointment and promotion to the post of Purchase Inspector. As stated above, a Matriculate with five years experience on a post carrying a scale of Rs. 592-992 is alone eligible for promotion. For a direct recruit to the post of Purchase Inspector a Graduate in Second Division and two years experience is necessary. Considering the nature of duties to be performed on the above said two posts it cannot be said that the minimum qualifications fixed by the management is either discriminatory or arbitrary or unreasonable. If the management thinks that a Matriculate with five years experience deserves promotion as Purchase Officer then such a view cannot be said to be unreasonable. A candidate seeking appointment directly as Purchase Inspector, according to the management, must be a Graduate with at least Second Division and two years experience. This qualifications laid down by the management also appears to be reasonable as a direct recruit must have some educational qualification with some experience also. In my opinion therefore laying down the minimum qualification, as stated above, the management is quite justified and is not liable to be interfered with in these adjudication proceedings.

14. Later part of the dispute says that if the action of the management in prescribing the above said minimum qualification is found to be unreasonable then what should be the criterion for promotion to these posts.

15. I have already discussed these questions above and the only answer that has to be given is that the minimum qualifications as laid down by the management for promotion to the post of Purchase Inspectors and Purchase Officers are just and reasonable. Therefore no other criterion is required to be laid down by this Tribunal.

16. In the light of the reasons given and findings arrived at above I hold that the action of the management of the

Western Coalfields Limited in prescribing educational qualification as Matriculate for the post of Purchase Officer and Graduation for the post of Purchase Inspectors as laid down in Appendix IV at page 82 of the "Common Coal Cadre" (Ex. M/4) is quite justified. No other criterion for promotion of the Purchase Inspectors to the post of Purchase Officers with regard to educational qualifications is required to be laid down.

In the circumstances of the case I would leave both the parties to bear their own costs as incurred in these proceedings.

S. R. VYAS, Presiding Officer
[No. L-18011/4/78-D.IV(B)]

S.O. 27.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Central and Lower Jambad Colliery of Messrs Eastern Coalfields Limited, Kenda Area (Raniganj) and their workmen, which was received by the Central Government on the 4th December, 1981.

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 3/81

PRESENT :

Shri J. N. Singh,
Presiding Officer.

PARTIES :

Employers in relation to the management of Central and
Lower Jambad Colliery of M/s. Eastern Coalfields
Ltd., Kenda Area (Raniganj) Dt. Burdwan.

AND

Their workmen.

APPEARANCES :

For the Employers—Shri T. P. Chowdhury, Advocate.
For the Workmen—None.

INDUSTRY : Coal STATE : W. Bengal

Dated, the 8th December, 1981

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10(1)(d) of the Industrial Dispute Act, 14 of 1947 has forwarded the dispute to this Tribunal for adjudication under Order No. L-19011/2/79-D. IV(B) dated the 1st January, 1981.

SCHEDULE

"Whether the demand for full back wages for the period August, 1978 to 19th October, 1978 in respect of Sharvashri Kewat and 28 other surface Trammers and Shri Pade Bouri (No. 1) and 44 others underground Trammers (Listed at annexures 'A' and 'B' of the Central and Lower Jambad Colliery of M/s. Eastern Coalfields Ltd., Kenda Area (Raniganj) is justified ? If so, to what relief are the concerned workmen entitled ?"

ANNEXURES 'A' & 'B'

List of the Surface Trammers

Sl. No. Name

1. Shiv Kewat
2. Bihari Kewat
3. Dami Kewat
4. Gulo Kewat
5. Ramadhik Paswan

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Sl. No. Name

6. Nandan Kewat
7. Baldev Kewat
8. Shibon Kewat
9. Dawarik Kewat
10. B. Tinakowri Bouri
11. Jugol Kewat
12. Janak Kewat
13. Munish Kewat
14. Dayal Kewat
15. Ch. Shibon Kewat
16. Gancsh Kewat
17. Ramrup Kewat
18. Lal Jit Dhobi
19. Lafar Bouri
20. B. Pariyag Kewat
21. Sankar Kewat
22. Ch. Ramji Kewat
23. Rameswaran Kewat
24. Rameswar Kewat
25. Rohan Kewat
26. Aspi Dome
27. Mochiram Bouri
28. Lutan Kewat
29. Bhotu Kewat

List of Underground Trammers

Sl. No. Name

1. No. 1 Pada Bouri
2. Jogewar Bouri
3. No. 2 Pada Bouri
4. Hasim Mia
5. Naran Bouri
6. Tinkari Bouri
7. Haru Bouri
8. Kanahi Bouri
9. Ramrup Thakur
10. Dassarath Bouri
11. Birju Bhuian
12. Sarat Bouri
13. Mathura Bhaulan
14. Ramnurath Bin
15. Palku Bin
16. Dassarath Bouri
17. Prasali Kewat
18. Chatu Kewat
19. Kalipada Muchi
20. Sharkar Bouri
21. Satya Bouri
22. Ramkishan Bin
23. Mogo Paswan
24. Kalosona Bouri
25. Lala Gope
26. Samim Mia
27. Chalka Murmu
28. Radha Bouri
29. Tara Muchi
30. Ramtee Kewat
31. Godu Bori
32. Shibnandan Shaw
33. Amar Bouri
34. Lachman Bouri
35. Naba Dom
36. Nanku Muchi
37. Goma Bin
38. Kumer Bin
39. Narayan Kewat

Sl. No.	Name
40	Jib Lal Kewat
41	Bodi Bouri
42	Anil Bouri
43	Hira Bouri
44	Malinda Dom
45	Ramchanda Shaw
46	Surtmal Puran'

2. Both the parties filed their respective written statements and thereafter the parties were directed to file their rejoinder and documents if any, but the Union left attending the Tribunal for several dates. On 15-9-81 a notice by way of last chance was issued to the union for filing rejoinder and documents if any. This notice was duly received but no document or rejoinder was filed. On 21-10-81 the date fixed in the case the union again absented and another notice was sent to them with a clear directive that if they do not turn up on the next date for hearing of the case, it will be decided on merits. The date fixed was 26-11-81. On 26-11-81 also though the management's Advocate was present but the union did not appear. It appears that the union has got no dispute as they are not taking any interest in the case.

3. In the circumstances a 'no dispute' award is passed.

J. N. SINGH, Presiding Officer
[No. I-19011/12/79-D. IV(B)]

S.O. 28.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal (Central), Hyderabad in the industrial dispute between the employers in relation to the management of Singareni Collieries Company Limited, Ramakrishnapur Division-II, P.O. Ramakrishnapur, Adilabad Distt., Andhra Pradesh and their workmen, which was received by the Central Government on the 14th December, 1981.

**BEFORE THE INDUSTRIAL TRIBUNAL (CENTRAL)
AT HYDERABAD**

PRESENT :

Sri B. Prasada Rao, B.A., B.L.,
Industrial Tribunal. (Central).

Industrial Dispute No. 11 of 1980

BETWEEN :

Workmen of Singareni Collieries Company Limited,
Ramakrishnapur Division II, P. O. Ramakrishnapur.

AND

The Management of Singareni Collieries Company
Limited, Ramakrishnapur Division-II, P. O.
Ramakrishnapur.

APPEARANCES :

Sri A. Lakshmana Rao, Advocate for the Workmen.

Sri K. Simivasa Murthy, Hon. Secretary of the A. P.
Federation of Commerce and Industry for Management.

AWARD

This reference was made to this Tribunal by the Government of India, Ministry of Labour, through its letter No. L-21011(3)/80-D IV(B) dated 14th August, 1980 under Sections 7A and 10(1)(d) of the Industrial Disputes Act, 1947. This relates to the dispute between the Management of Singareni Collieries Company Limited, Ramakrishnapur Division-II, Ramakrishnapur P.O. and its workmen. The issue referred to this Tribunal for adjudication is :

"Whether the action of the management of Messrs. Singareni Collieries Company Limited, Ramakrishnapur Division II, Ramakrishnapur (Post Office) Adilabad District (Andhra Pradesh) in enhancing the work-load of Clay Pill Mazdoors is justified? If not, to what relief are the concerned workmen entitled?"

2. The workmen filed a claims statement contending as follows :—The workmen are 22 general mazdoors. They are working in the Clay Pill Shed at R. K. No. 7 Incline of Ramakrishnapur Division. All these persons worked previously underground before their appointment in the Clay Pill Shed. Each one of them met with an accident while working inside the Mine and suffered serious injury. Taking that into consideration their incapacity to work inside the Mine, the Management transferred them to surface work in the Clay Pill Shed. Before their transfer to the Clay Pill Shed, they were working as Coal Fillers and were earning more wages than what they are earning today as Clay Pill mazdoors. These mazdoors have to carry loose clay from the pit to the Clay pill shed in iron gummelas, mix it with water and feed the wet clay into the machine. The wet clay pill are collected in the iron plates and are dried in open area. The dried pills are stacked and loaded in baskets which are later transported to the Mine for using them in blasting operation. The iron gummelas used by these workmen were weighing about 13 Kg. of dry clay or 16 Kgs. of wet clay. While so, on 22-11-1979 the Management tried to replace the iron gummelas with bamboo baskets of the size that contain 27-1/2 kgs. of dry clay or 32 Kgs. of wet clay. These workmen objected for the change and hence the Management continued to use the iron gummelas. However, on 21-1-1980 the Management insisted that the iron gummelas should be replaced by bamboo baskets of larger size as stated above. The Management further stated that if the workmen refused to use the basket they would not be allowed to work. This change in usage and increase in work load imposed by the Management unilaterally without notice to the workmen or their Union. Hence this action was in violation of Section 9A of the Industrial Dispute Act. These workmen were denied work and wages with effect from 21-1-1980. After about a month, the workmen were allowed to work again with baskets of larger capacity, but without prejudice to their right to question the replacement of the gummelas. When the workmen raised the dispute complaining against an illegal and improper change, the Management came forward with a false plea that the replacement of the gummelas. When the workmen are now working with baskets of larger capacity as they cannot live without earning their daily wages. For these reasons the workmen want that the Tribunal should direct the Management to continue the practice and usage of iron gummelas, as was practiced before and to pay full wages to these workmen with effect from 21-1-90 till they were allowed to work.

3. The Management filed a counter stating as follows. The work load per se is no item in Schedule 4 to Section 9A of the I.D. Act and the tools and implements used while doing the work is entirely in the discretion of the Management. The instructions of the Management that a particular type of work has to be performed in a particular manner, cannot be interpreted to mean that there is a change in the usage, or increase in work load. Hence the Management is not obliged to consult the workmen, nor is it necessary to involve the Union in such matters. If during the process the workmen refused to perform the jobs they are not eligible for wages for the period they did not work due to their own wrong action. These workmen called off the strike and started working with the bamboo baskets supplied by the Management earlier. The Management never effected any change in the usage nor increased the work load. So there is no question of any unilateral change in the service conditions of these workmen. Therefore the allegation that the action of the Management is in violation of Section 9A of the I. D. Act is incorrect. These workmen were transferred from the Mines to the surface work at their own request and on compassionate grounds, and they were posted to work on Clay Pill making ground at R. K. No. 7 Incline which was started in January, 1979. These workmen were carrying less 'mutti' and wasting their time and carrying it in the Clay Pill gummelas which were meant for carrying wet mutti in the process, and whenever questioned as to why they were carrying less they used to absent themselves from duty for a day or two thereafter. Thus these workmen themselves caused damage to the work in progress and they also resorted to illegal strike. It is not true to say that these workmen were previously carrying mutti in iron gummelas only. They were carrying clay pill and mutti in bamboo baskets also. The allegation that by the use of the bamboo basket there is increase in the work load is incorrect.

4. The bamboo baskets provided to these workmen are of normal size which are usually used in Mines. They used

the baskets upto 20-1-1980 but refused to work with them on 21-1-1980 and went on illegal strike demanding iron gamelas instead of bamboo baskets. Infact the use of these bamboo baskets is more advantageous. When these workmen threatened to stop work on 21-1-1980 stating that they would not carry bamboo baskets, the Management offered to them the choice going back to their original job of coal huling in the Mine or carry to normal weight of clay or clay pill in the bamboo baskets as instructed by the management. The workmen then, instead of going back as coal fillers, demanded that they should be allowed to use gamelas and not bamboo basket and resorted to illegal strike. Hence the workmen are not entitled to any relief.

5. The workmen were originally working underground as coal fillers. They received injuries and hence they could not do the work inside the mine. So, on their request, they were shifted to work on surface jobs, namely as mazdoors in the Clay Pill Shed. It is their case that as mazdoors they have to carry loose clay from the Pit to the Clay Pill Shed, in iron gamelas mixed with water and carry them, that the iron gamelas used by them were of the capacity of 13 Kgs. of dry clay or 16 Kgs. of wet clay each and that on 22-11-1979 for the first time the Management tried to replace iron gamelas with bamboo baskets of the size which is of the capacity of 27-1/2 Kgs. of dry clay or 32 Kgs. of wet clay. W. W. 1 who was examined on behalf of the Workmen speaks for their case. It is contended on behalf of the workmen that it is not open to the Management to change the system of work, namely, change from iron gamelas to bamboo baskets which are of much bigger size, and that hence the Management should be directed to change to the old system, namely, iron gamelas. When the Management first introduced this change in 22-11-1979 the workmen objected to the change in the usage and increase in work load. It is the contention of the workmen that the Management then went back to the old usage namely, use of iron gamelas, but again on 21-1-1980 the Management insisted on the replacement of the iron gamelas with bamboo baskets of larger size. It is the case of the workmen that though they objected to it, the Management did not pay heed to it and stated that they would not be allowed to work, if they would not agree to the new system, that hence the workmen could not work for about a month then, and that subsequently they were allowed to work under the new system, namely using bamboo baskets but without prejudice to their right to question the change. So, it is their case itself that at present they are using only bamboo baskets but their contention is that they were using it without prejudice to their right to question the replacement, and that as they would not have food without work they were using the bamboo baskets, and that the said system should be discontinued. It is not possible to agree with the said contention. The workmen cannot dictate terms to the Management as to how the work has to be done. It is for the Management to decide the same in the best interest of the work. Hence the workmen cannot object to the usage of the bamboo baskets which they are now doing.

6. However, the workmen can certainly object for the change, if it causes hardship to them. It is the contention of the workmen that originally the capacity of the iron gamela was only 13 Kgs. of dry clay or 16 Kgs. of wet clay (besides the weight of the gamela which is 3 Kgs. and that by introducing bamboo baskets they have to carry 27-1/2 Kgs. of dry clay or 32 Kgs. of wet clay, which was much more than what was before, and that hence they cannot be made to carry so much of weight. I find there is considerable force in the said argument. It may also be stated at this stage that these workmen were originally working as coal fillers, and only on receiving injuries they came to surface jobs, honing it to be less burden some. When they came to surface jobs, they were carrying clay in iron gamela of the capacity of 13 Kgs. dry clay or 16 Kgs. wet clay each. So if they were asked to carry bamboo basket carrying 27 Kgs. of dry clay or 32 Kgs. wet clay certainly, it is more burden some and they cannot be made to do it. Hence, as the workload is much heavier than before, without any corresponding increase in remuneration I find that though the usage of the bamboo baskets cannot be disputed by the workmen still, they cannot be made to carry more weight than they were carrying before. As stated already, each iron gamela was weighing 3 Kgs. and its capacity is 13 Kgs. of dry clay or 16 Kgs. of wet clay. Including the weight of the gamela which is 3 Kgs. the total weight which the workman has to carry is 16 Kgs. when filled with dry clay

or 19 Kgs. when filled with wet clay including the weight of the gamela. As the weight of the bamboo basket is 1/2 Kg. the workman has to carry 15-1/2 Kgs. of dry clay or 18-1/2 Kgs. of wet clay, in it, the total not exceeding 16 Kgs. when filled with dry clay or 19 Kgs. when filled with wet clay. In such an event, the work load of these workmen would be the same, whether as they carry earth either in iron gamela or bamboo basket and the Management cannot compel them to carry more.

7. The workmen contend that they are entitled for back wages for the period of about one month from 21-1-1980, as they were not allowed to work under the old system, namely, carrying in iron gamela, and that they should paid wages for that period. I am inclined to agree with the said contention, as they are not entitled for any remuneration as they did not work during that period and their refusal to work was not justified, as they cannot insist on the management, that the work has to be done in a particular manner and cannot be changed, as it is for the Management to decide as to the manner in which the work has to be done in the best interests of the industry, and it is not for the workmen to dictate terms to the Management. Hence I find that they are not entitled for wages for a month from 21-1-1980 as claimed by them.

8. On the issue referred to this Tribunal, I find that the action of the Management in changing the system from iron gamela to bamboo baskets is justified but that the Management is not justified in increasing the work load. The work load should be the same as before, even after the introduction of the bamboo basket I also find that the workmen are not entitled for the back wages for the period claimed by them.

An award is passed accordingly.

Dictated to the Stenographer, transcribed by him and corrected by me and given under my hand and the seal of this Tribunal, this the 30th day of November, 1981.

Sd.]—

Appendix of Evidence.

Witnesses Examined for the Workmen :

W. W. 1 Gadapa Paramesh.

Witnesses Examined for the Management :

M. W. 1 D. R. C. Prasada Rao

M. W. 2 P. Malleswar Rao

Documents exhibited for the Workmen :

NIL

Documents exhibited for the Management :

Ex. M1 Chart showing the manufacturing process of the clay pill.

Ex. M2 Chart showing the manufacturing process of the clay pill.

Ex. M3 Chart showing the manufacturing process of the clay pill.

B. PRASADA RAO, Presiding Officer

[No. L-21011/3/80-D. IV. B]

T. B. SITARAMAN, Desk Officer

नई दिल्ली, 15 दिसम्बर, 1981

कां. प्रां. 29—उत्प्रवास अधिनियम, 1922 (1922 का 7) की धारा 3 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, श्री टी. आर. श्रीनिवासन, सार्वजनिक सवधि अधिकारी को सत्काल प्रभाव से अपनी इच्छाओं के अनुरिक्त उद्देश्य प्रोटेक्टर, बम्बई नियुक्त करने है।

[डी० जी० एल० डब्ल्यू०-11017/1/81-ई० एम० प्रां० जी०]

एस० बैकटरमार्न, सहा प्रवासी नियंत्रक

New Delhi, the 15th December, 1981

S.O. 29.—In exercise of the powers conferred by Section 3 of the Emigration Act, 1922 (7 of 1922), the Central Government hereby appointing Shri T. R. Srinivasan, Public

Relations Officer to be the Protector of Emigrants, Bombay in addition to his own duties, with immediate effect.

[DGLW-11017/1/81-EMIG]
S. VENKATARAMANI, Controller
General of Emigration

New Delhi, the 16th December, 1981

S.O. 30.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the management of the Beas Sutlej Link Project and their workmen, which was received by the Central Government on the 9th December, 1981.

BEFORE SHRI MAHESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

I.D. No. 41 of 1979

The President, Beas Sutlej Link Workers Union, Sundernagar Township, Himachal Pradesh. ...Petitioner

Versus

The Chief Engineer, Beas Sutlej Link Project, Sundernagar Township, Himachal Pradesh ...Respondent

AWARD

The Central Government as appropriate Government vide its order No. L-42012(31)/79-D.I.I(B) dated the 15th July, 1979 referred an industrial Dispute u/s 10 of the I.D. Act to this Tribunal in the following terms :

'Whether the action of the management of the Beas Sutlej Link Project, Sundernagar, in removing Shri Bhagat Ram, Enclid Operator from service with effect from the 19th September, 1977, is justified? If not, to what relief is the workman entitled?'

2. On receipt of the reference it was ordered to be registered and usual notices were sent to the parties. A statement of claim was filed on 1st September, 1979 and a written statement was filed on 13-9-79. A replication was filed on 27-10-79 and upon the pleadings of the parties following three issues were framed vide my order dated 21-6-80.

ISSUES :

1. Whether the matter under reference does not qualify as an Industrial Dispute?
2. Whether the dispute has been properly espoused?
3. As in order of reference?

3. Thereafter the evidence of the parties was recorded. I have gone through the evidence produced by the parties and have heard their representatives at length and after giving my considered thought to the matter before me I have come to the following findings; upon these issues :

Issues No. 1 and 2 :

4. Both these issues have been given up by the representative of the Management vide his statement dated 24-10-81 of Shri Narinder Singh for BSL on 24-10-81 which reads as under :

Statement of Shri Narinder Singh for BSL on SA.

'I give up objections and press only issue No. 3'.

5. In view of statement re-produced above both these issues are decided against the Management and in favour of the workman.

Issue No. 3 :

6. The contention of the workman is that he was originally working in Bhakra Dam since 4-4-58 when he was offered alternative appointment by Chief Engineer, BSL Project, Sundernagar and in consequence he joined duties with him w.e.f. 21-3-66; that at the relevant time workman was working under respondent No. 1. The Supdt. Engineer, Construction Circle No. 1, BSL Project, Sundernagar when he levelled charges against the workman vide letter dated 9-9-76; that the workman refuted the charges referred to above an Enquiry Officer was appointed by the Supdt.

Engineer; that the Enquiry Officer submitted his report finding the workman guilty whereupon a show cause notice dated 14-4-77 was issued to the workman to which the workman submitted his reply but the respondent No. 2 removed the workman from service vide letter dated 19-9-77 and the appeal of the workman to the Chief Engineer, respdt. no. 1 was also rejected; that the termination of services of the workman was illegal in as much as the charge sheet served upon the workman was vague and the Enquiry Officer had given his findings on surmises and presumptions and the respondent no. 2 passed an order which was not a speaking order and the respondent no. 1 did not apply his mind to the appeal.

7. The facts as stated by the workman are more or less admitted and not denied and it is reiterated by the Management that the enquiry was properly conducted and the workman was rightly punished with termination of his services.

8. In order to establish his contention the workman has come forward as W.W.1 and submitted his affidavit Ex. W.W.1/1. From the perusal of the affidavit of the workman I find that it is only the reiteration of his statement of claim and does not further the case of the workman in any manner what-so-ever. As against this the Management has examined one Shri Narinder Singh as M.W.1 repudiating the allegations of the workman and has also produced documents Ex. M/1 to Ex. M/13. From the perusal of documents Ex. M/1 to Ex. M/13 I find that the enquiry has been held in accordance with the service rules governing the workman and according to the principles of natural justice. Ex. M/2 is the copy of the report of preliminary enquiry conducted into the alleged accident and this is admitted to be correct by the representative of the workman. It is upon the report of this preliminary enquiry that the charge sheet Ex. M/3 was served upon this workman which is admitted to be correct by the representative of the workman. From the perusal of this charge sheet it cannot be said that the charges in this charge sheet are vague or cannot be understood, rather the charges are clear to a lay man even. There is nothing in the evidence led by the workman which shows that he has been misled by the charges or this charge sheet. Rather the perusal of Ex. M/4 which is reply filed by this workman to this charge sheet Ex. M/3 goes to show that the true purport of the charges was not lost upon the workman and he had understood the charges and he accordingly submitted his reply. Incidentally it may be mentioned here that the workman has not anywhere stated in his reply that he has not understood the charges levelled against him. Ex. M/5 to Ex. M/7 are the proceedings of the enquiry. All these proceedings bear the signatures of the Enquiry Officer as also the workman and from the perusal of these proceedings I find that there is nothing which goes to even remotely suggest that the Enquiry Officer has mis-directed the enquiry or himself. The perusal of these proceedings go to show that full opportunity was afforded to the workman in the instant case by the Enquiry Officer. There is nothing which suggests that the Enquiry Officer was biased against the workman. Incidentally it may be mentioned that the enquiry proceedings are admitted by the representative of the workman as endorsement encircled red on the last page thereof would show. Ex. M/8 is the report of the Enquiry Officer. I have perused the said report. From the perusal of the report I find that the Enquiry Officer has considered the matter dis-passionately and in right perspective. It cannot be said that he has come to a conclusion which are perverse or not warranted. The Enquiry Officer has found the workman to be guilty of the charge. It was in consequence that notice Ex. M/9 was served upon the workman. A perusal of this notice also does not go to show that it not clear. It is categorically stated there-in that it was proposed to remove the workman from service under clause 17(2)C of Modified Standing Orders. A reply Ex. M/10 was filed to this notice. Both the notice and reply are admitted to be correct by the representative of the workman and thereupon order Ex. M/11 removing the workman from his services was passed. Ex. M/12 is the copy of appeal and Ex. M/13 is the copy of the order of the appellate authority. From whichever angle I may consider the matter before me I find that the workman was afforded full opportunity to defend himself. It cannot be said that the enquiry is vitiated on any ground what-so-ever and accordingly I hold that the enquiry is not vitiated and it follows

that the action of the Management of BSL Project, Sunder Nagar in removing Shri Bhagat Ram, Euclid Operator from service w.e.f. 19th September, 1977 is justified and he was not entitled to any relief what-so-ever. However the parties are left to bear their own costs of this litigation.

Further ordered :

That requisite number of copies of this award may be sent to the appropriate Govt. for necessary action at their end.

MAHESH CHANDRA, Presiding Officer.

Dated : the 5th November, 1981.

[No. L-42012(3)/79-D.II.B]

New Delhi, the 17th December, 1981

S.O. 31.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the Industrial dispute between the employers in relation to the management of the Indian Airlines and their workmen, which was received by the Central Government on the 9th December, 1981.

BEFORE SHRI MAHESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

I. D. No. 9 of 1979

In re :

The Regional Secretary, Air Corporations Employees' Union, Safdarjang Airport, New Delhi.—Petitioner.

Versus

The Secretary, Indian Airlines, Airlines House, New Delhi.—Respondent.

AWARD

In this reference made by the appropriate Government vide its order No. L-11012(4)/78-D. II(B) dated the 3rd February, 1979 u/s 10 of the I.D. Act, 1947 to this Tribunal parties have filed a compromise today. I have gone through the compromise and have found it for the benefit of the workman and have ordered it to be recorded. The compromise has already been recorded. The statements of parties and their representatives have also been recorded. In terms of compromise Ex. C/1, it is awarded that the respondent Indian Airlines shall pay a sum of Rs. 15,000 by way of ex-gratia payment to the workman in satisfaction of his entire claim arising out of this claim. Parties would be bound by their statements and the terms of settlement Ex. C/1. They would bear their own costs as well.

Further ordered :

That requisite number of copies of this award may be sent to the appropriate Government for necessary action at their end.

Dated : 27th November, 1981.

MAHESH CHANDRA, Presiding Officer.
[No. L-11012(4)/78-D.II.(B)]

S. S. BHALLA, Desk Officer.

New Delhi, the 17th December, 1981

S.O. 32.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Ramkanali Colliery of Messrs Bharat Coking Coal Limited, Post Office Katrasgarh, District Dhanbad and their workmen, which was received by the Central Government on the 14th December, 1981.

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference Nos. 9/79, 15/80, 17/80, 40/80, 26/81

PRESENT :

Shri J. N. Singh,
Presiding Officer.

PARTIES :

Employers in relation to the management of Ramkanali Colliery of M/s. Bharat Coking Coal Limited, P.O. Katrasgarh, Dist. Dhanbad.

Vs

Their workmen.

APPEARANCES :

For the Employers—Shri S. S. Mukherjee, Advocate.

For the Workmen—Shri B. Lal, Advocate.

INDUSTRY : Coal STATE : Bihar

Dated, the 9th December, 1981

AWARD

Reference No. 9/79

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/s 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has forwarded the dispute to this Tribunal for adjudication under Order No. L-20012/28/79-D.III(A) dated 28th September, 1979.

SCHEDULE

"Whether the action of the management of Ramkanali Colliery of M/s. Bharat Coking Coal Ltd., P.O. Katrasgarh, Dist. Dhanbad in dismissing Sarvashri Usman Mia, Tragger Khalasi, Mustakim Mian, Loader, Chhota Jageshwar Turi, Loader, Khirukole, Loader, Sonichar Roy, Loader, Ratan Das, Pump Khalasi, Sonichar Bhuyian, Trammer, Govind Behara, Overburden removal worker and Amrit Mahato Loader with effect from the 2nd September, 1977 is justified? If not, to what relief are the workmen entitled?"

Reference No. 15/80

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/s 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has forwarded the dispute to this Tribunal for adjudication under Order No. L-20012/193/79-D.III(A) dated the 25th March, 1980.

SCHEDULE

"Whether the action of the management of Ramkanali Colliery of M/s. Bharat Coking Coal Limited, P.O. Katrasgarh, Dist. Dhanbad in dismissing Shri B. Kashi Nahak, O.B. worker with effect from the 2nd September, 1977 is justified? If not, to what relief is the said workman entitled?"

Reference No. 17/80

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/s 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has forwarded the dispute to this Tribunal for adjudication under Order No. L-20012/194/79-D.III(A) dated the 27th March, 1980.

SCHEDULE

"Whether the action of the management of Ramkanali Colliery of M/s. Bharat Coking Coal Ltd., P.O. Katrasgarh, Dist. Dhanbad in dismissing Sarvasbhi Panchu Behra and Rama Gouti, O.B. workers with effect from the 2nd September, 1977 is justified? If not, to what relief are the said workmen entitled?"

Reference No. 40/80

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/s 10(1)(a) of the Industrial Disputes Act, 14 of 1947 has forwarded the dispute to this Tribunal for adjudication under Order No. L-20012/192/79-D.III(A) dated the 3rd/8th May, 1980.

SCHEDULE

"Whether the action of the management of Ramkanali Colliery of M/s. Bharat Coking Coal Limited, P.O. Katrasgarh, Dist. Dhanbad in dismissing Shri Budhia Mahanthi, O.B. Worker from service with effect from the 10th November, 1979 is justified? If not, to what relief is the said workman entitled?"

Reference No. 26/81

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/s 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has forwarded the dispute to this Tribunal for adjudication under Order No. L-20012(21)/81-D.III(A) dated the 1st June, 1981.

SCHEDULE

"Whether the action of the management of Ramkanali Colliery of M/s. Bharat Coking Coal Limited, P.O. Katrasgarh, Dist. Dhanbad in dismissing Shri Br. Balam Swai, Over burden Removal Worker from service with effect from the 3rd September, 1977 is justified? If not, to what relief is the said workman entitled?"

2. All the above References have been taken up together as they arise out of the same occurrence regarding assault on the Manager of Ramkanali Colliery Sri M. K. Singh. They have been heard and tried analogous at the request of the parties as the evidence in all of them are also common. Initially the preliminary issue as to whether the domestic enquiry held against these workmen with regard to the alleged occurrence is fair and proper or not was taken up by my predecessor-in-office who by his Order dated 14-5-80 held in Reference Case No. 9/79 that the enquiry was not fairly and properly conducted and the management was given opportunity to establish its case before this Tribunal. Subsequently in order three References viz. Reference Nos. 15/80, 17/80 and 26/81 the parties conceded that the same order should apply to these cases and it be taken that the enquiry was not fair and proper and the parties be given an opportunity to adduce evidence regarding the alleged misconduct. It may also be mentioned that all the References except Reference No. 26/81 have been referred to at the instance of Janta Mazdoor Sangh. Reference No. 26/81 however has been referred U/s 2-A of that Industrial Disputes Act. In Reference No. 40/80 the union filed a petition stating that they were not pressing the issue regarding the fairness of the enquiry and so it should be held in this Reference that the enquiry held against the concerned workman was fair and proper.

2. The case of the management in all the aforesaid reference Cases is that on 5-7-77 at about 12-45 p.m. the concerned workmen along with others intercepted the Ambassador Car No. HRP-345 belonging to Sri M. K. Singh, Manager while he along with Sri G. P. Singh, Asstt. Manager and Sri M. L. Chauhan, Peon/Driver were proceeding in that Car towards the residence of Sri M. K. Singh. When the car reached near the way bridge the concerned workmen along with others who were armed with deadly weapons like Lathi, Bhalla, Faisa etc. surrounded the car and at the instigation of one Surendra Mishra, an Office Bearer of the Union assaulted the occupants of the car. They assaulted Sri M. K. Singh, the Manager and during rescue Sri G. P. Singh, Asstt. Manager and Sri M. L. Chauhan, Driver were

also assaulted. Some other persons also received injuries. The injured were taken to the Ramkanali Colliery dispensary where first-aid was given and subsequently they were taken to Loyabad Hospital where some of them were admitted for their injuries.

4. It is stated that the conduct of the concerned workmen were such that the management had no other alternative but to take disciplinary action against them and, accordingly, chargesheets dated 6-7-77 were issued against all the concerned workmen. The chargesheets were issued through peon book as well as through registered post at their colliery address but they were not received. One of the concerned workmen Usman Mia of Reference No. 9/79 received the chargesheet to his home address and he also submitted a reply. The letters of enquiry informing the date of enquiry were also issued to them by peon book as well as by registered post and it was also published in the daily local newspaper Awaz but none of the concerned workmen appeared during the enquiry. The enquiry was then held ex parte in which the management's witnesses were examined and the misconduct levelled against them were satisfactorily proved. On proper perusal of the enquiry proceeding, enquiry report and other documents, the General Manager approved the dismissal of the concerned workmen for commission of serious misconduct levelled against them. They were accordingly dismissed from different dates. It is submitted that the action taken by the management is legal, bonafide and in accordance with the provisions of the Standing Orders and they are not entitled to any relief. The propriety of the Union to raise the dispute has also been challenged.

5. The concerned workmen have filed written statements and have challenged the action of the management. It is stated that without giving any opportunity to defend the management has dismissed them in gross violation of the principles of the natural justice and most of them were not even served with chargesheet and no opportunity was given to them to submit their explanation. It is also stated that the charge brought against them were totally false, baseless and fabricated and it was done with malicious intention for victimisation on account of agitation, protest and demonstration and a sweeping charge of riotous and disorderly behaviour was thrust upon them. In the written statement they have mostly challenged the fairness of the enquiry and it is submitted that the dismissal is illegal, wrongful and malafide and an act of victimisation and that all the concerned workmen are innocent and the criminal case is still pending did not take part in the alleged assault and hence they should be reinstated with full back wages.

6. It may be stated that in Reference Case No. 15/80, 17/80, 26/81 and 40/80 the concerned workmen are Oriyas and besides the above defence their case is that they are very meek and docile labourer and they could never have taken part in the said assault. In Reference No. 40/80 further defence of the concerned workmen is that at the relevant time of alleged occurrence he was on duty and was working along with other workers.

7. The point for consideration is as to whether the action of the management in dismissing the concerned workmen with effect from the dates mentioned in the terms of Reference is justified. If not, to what relief the workmen are entitled.

8. As already stated in Reference No. 40/80 the workman has not challenged the fairness and propriety of the enquiry and so this case will be dealt with separately. I would first deal with the other cases viz. Reference Nos. 9/79, 15/80, 17/80 and 26/81.

9. It may be stated that the occurrence as alleged by the management has not been denied and the main defence is that workmen concerned did not take part in the said assault. As stated earlier it has been held that the enquiry in these cases were not fair and proper and hence the management have adduced oral as well as documentary evidence in this case to prove the alleged misconduct of assault against these workmen. On behalf of the workmen also one witness has been examined. It is, therefore, to be seen as to whether the allegation of assault which amounts to misconduct under the Standing Orders have been proved satisfactorily against the concerned workmen or not. It may also be mentioned that there are 9 workmen in Reference Case No. 9/79, one

in Reference No. 15/80, 2 in Reference No. 17/80 and one in Reference No. 26/81.

10. Exts. M-1 to M-26 are the documents regarding sending of the chargesheets through peon book and registered envelope, issue of notice, appointment of Enquiry Officer etc. These documents are not relevant before this Tribunal as the enquiry has already been held to be not fair and proper. We may, however, refer to the chargesheet which is to the effect that on 5-7-77 at about 12.45 P.M. while Sri M. K. Singh, Manager, Sri G. P. Singh, Asstt. Manager and Sri M. L. Chauhan, Peon/Driver of Ramkanali Colliery were proceeding in a car belonging to Sri M. K. Singh to his residence the concerned workmen who were armed with deadly weapons and had assembled near the way bridge, surrounded the said car and at the instance of one Surendra Mishra assaulted Sri M. K. Singh, Manager, Sri G. P. Singh, Asstt. Manager, Sri M. L. Chauhan, Driver and others who tried to save them. As a result of assault Sri M. K. Singh, Sri Chauhan and others sustained serious injuries on their person and the car was badly damaged. They were accordingly charged for assaulting their superior, co-workers and for riotous and disorderly behaviour.

11. It is to be seen as to whether the above charge has been proved or not. At this stage it is also relevant to refer to certain paras of the Certified Standing Orders of Ramkanali Colliery. Para 18 prescribes about the disciplinary action for misconduct and cases of misconduct have been denoted in this para. Sub-para (e) denotes, drunkenness, fighting or riotous and disorderly or indecent behaviour at the premises of the mine as an act of misconduct. Sub-para (r) says that threatening, abusing or assaulting to superiors or co-workers is also an act of misconduct for which an employee can be dismissed. In my opinion both these sub-paras are applicable to the facts of the present case.

12. As stated earlier the occurrence of assault has not been dispute. Exts. M-35 is the entry in the Ramkanali Dispensary register proved by the Compounder MW-7. Entry Nos. 143, 144 and 145 would show that Sri M. K. Singh, Sri M. L. Chauhan and one Sadu Paswan were taken to the hospital for first-aid and thereafter they were referred to Loyabad Hospital. Exts. M-36 and M-37 are the bed head ticket of Sri M. L. Chauhan and Sri M. K. Singh who were admitted in the hospital for treatment of their injuries. Ext. W-2 is a letter dated 5-7-77 from Mr E.R.K. Titus, Surgeon Specialist of the said hospital informing the Police about the injury and for necessary action stating that they had been admitted in the hospital. The Surgeon has been examined as MW-8 and he has stated that Sri M. K. Singh, Manager was admitted in the hospital on 5-7-77 and was treated by him and that Sri M. L. Chauhan, Driver was also admitted and treated by him. He has proved two bed head tickets Exts. M-36 and M-36/1. From the above documents as also the evidence of the Doctor it is clearly proved that the Manager and others got injuries as alleged.

13. As already stated the occurrence as alleged has not been challenged on behalf of the workmen and the only question to be determined is as to whether these workmen took part in the assault or not. To prove this fact the management has examined MW-3 Sri G. P. Singh (injured) Asstt. Manager, MW-4 Sri M. L. Chauhan (injured) Driver, MW-5 Rajendra Singh, Bonus Clerk who was going to his residence from the office to take his lunch, MW-6 Sri B. P. Sonar, Ambulance Driver of the hospital MW-7 Sri Shushil Kumar Dan, Compounder and MW-9 Sri M. K. Singh (injured) Manager. Out of these witnesses MW-6 Sri B. P. Sonar has stated that he was in the dispensary when he saw a big crowd variously armed. At about 12.45 P.M. the car of Sri M. K. Singh Manager was coming from the colliery and it reached near the way bridge of the mine when the crowd ran up and surrounded the Manager and began to assault him. He has further stated that Sri G. P. Singh, Asstt. Manager was also in the car and Mawatal was the Driver. He has however stated that he was at a distance of about 10 steps and so he could not identify the assailants but in the mob he identified Surendra Mishra, Ratan Das, Mustakim Mian, Khiru Kole, Bala Palam Swai, Amrit Mahato, Jogeshwar Turi, Sonichar Roy and Sonichar Bhuiyan. On alarm the neighbours collected and on their arrival the culprits fled away. He found injuries on the Manager, Driver and the Asstt. Manager. The main cross-examination to him

is that he has deposed false at the instance of the officers. This witness has stated that he had gone to hospital to get medicine for his child. MW-7 is Shushil Kr. Dan, Compounder of the Ramkanali dispensary. He has stated that at about 12.45 P.M. or 1.00 P.M. while he was on duty in the dispensary he came out on hearing hullah 'Maro Maro' and on coming out he saw that the Manager was surrounded by the mob who were assaulting the Manager with lathi, rod etc. and out of the assailants he identified Ratan Das, Mustakim Mian, Usman Mia, Bala Balaran Swai, Sonichar Bhuiyan, Sonichar Roy, Khiru Kole, Panchu Behara and Kashi Nahak. In cross-examination it has been taken that his duty in the hospital was from 7.30 to 12.30 P.M. and then from 2.30 to 4.30 P.M. It was therefore urged on behalf of the concerned workmen that his presence in the dispensary was not expected at that time but the witness has stated, while giving his duty hours, that sometimes they have to remain in the dispensary late. This is not uncommon as nobody ordinarily stick to his duty exactly till the duty hours. They have to wait for sometime more in usual course of business. Further the Compounder was working in the dispensary and so staying in the dispensary for 15 to 20 minutes late is not un-nature. The other Witnesses on the occurrences are MW-3 Sri G. P. Singh (injured) Asstt. Manager, Sri M. L. Chauhan (injured) Driver and Sri M. K. Singh (injured) Manager MW-9. All these witnesses have given details of the occurrence as also have named the concerned workmen as their assailants.

14. Thus it will appear that Usman Mia out of 9 workmen of Reference No. 9/79 has been identified by MWs-3, 4, 5, 6, 7 and 9. Similarly Mustakim Mian, Sonichar Roy, Ratan Das and Sonichar Bhuiyan of the same Reference Case have been named and identified by the above named witnesses. Workman Chhota Jogeshwar Turi of the same Reference has been named and identified by MWs-3, 5, 6, 7 and 9. Khiru Kole of the same Reference has been named and identified by MWs-3, 5, 6, 7 and 9. Govind Behara of the same Reference have been named and identified by MW-3 Sri G. P. Singh and MW-9 Sri M. K. Singh both injured. The last Amrit Mahato have been named and identified by MWs-3, 5, 6 and 9.

15. Kashi Nahak of Reference No. 15/80 has been named and identified by MWs-4, 5, 7 and 9. Panchu Behra of Reference No. 17/80 have been named and identified by MWs-3, 5, 7 and 9 while Rama Gour of the same Reference have been named and identified by MWs-3, 5 and 9. Bala Balam Swai of Reference No. 26/81 have been named and identified by MWs-3, 4, 5, 6, 7 and 9. All the above witnesses have given consistent version about the occurrence and about the implicity of these workmen in the alleged occurrence. There is nothing in the cross-examination of the witnesses to discredit their testimony. To the MWs who are eye witnesses of the occurrence excepting Sri M. K. Singh the Manager it has been suggested that they have implicated the concerned workmen at the instance of the Manager Sri M. K. Singh. Sri M. K. Singh, Manager has been suggested that at the instance of others he has implicated the concerned workmen falsely. There is no suggestion as to at whose instance the manager who is the highest authority in a mine would falsely implicate the concerned workmen in the assault. The Manager being a respectable officer is not expected to implicate any workman falsely at the instance of others if they had not taken part in the assault. The other witnesses viz. Sri G. P. Singh, Asstt. Manager and others are also respectable persons and there appears no earthly reason as to why they would implicate the concerned workmen falsely in such a heinous crime.

16. It was urged on behalf of the workmen that some of them are Oriyas who by nature are very meek and docile and they could never have taken part in the occurrence. But this ground is not convincing. Simply because some of the Oriyas may be very meek and docile cannot go to show that they cannot take part in assault when they were members of a mob. Further if these Oriyas were meek and docile there was no reason as to why the Manager who was Head of the mine would implicate them falsely if they did not take part in the assault. Further there is no evidence at all on behalf of the workmen regarding victimisation. There is nothing to show that the management of the Manager Sri M. K. Singh had any grudge or enmity against the concerned workmen. The evidence on the point of victimisation is nil. The only argument, however,

on behalf of the workmen is that some of these workmen have not been named in the F.I.R. The criminal case is still pending. Simply because some of the concerned workmen are not named in the F.I.R. cannot go to prove that they did not take part in the assault. The fact byan of Sri M. K. Singh was taken in the hospital where he was lying injured. He might have missed some names at the time of recording of fard byan. But there is no evidence to show that these concerned workmen who are not named in the F.I.R. were not subsequently named before the Police when the statement of Sri M. K. Singh and other witnesses were taken. Thus there are overwhelming evidence on the record to show that the concerned workmen took part in the assault on the Manager and others. It is the height of indiscipline on the part of workers to assault the Manager when he was going from his office to his residence and the act of misconduct is well proved against them.

17. It was urged on behalf of the workmen that Usman Mia one of the concerned workmen of Reference No. 9/79 had also got treatment in the dispensary on the very date of occurrence which will appear from entry in Sl. No. 142 (Ext. W-1) of the register of the dispensary as also from the evidence of Compounder MW-7 who has stated in Cross-examination that he had given first-aid to him also and that this first-aid was given before the alleged occurrence of assault. The compounder has stated that Usman Mia was present in the mob and had taken part in the occurrence. From Ext. W-1, however, it will appear that Usman Mia was not a fresh patient on that day but he was an old patient who had come with earlier prescription being 9190 dated 17-6-77. He was thus an old patient and it is not proved from the register that he had for the first time come to the hospital on that day as a new patient and had received first-aid. He might have got some ailment earlier but that cannot ignore the possibility of his presence at the time of occurrence.

18. It was also urged that the Manager Sri M. K. Singh has stated in his evidence that the Central Industrial Security Jawans did not come to his rescue. It has been tried to be shown that some Jawans had their quarters quite close to the place of occurrence but though the assault took place on their very face they did not come for rescue. In this connection it may be stated that the assault or occurrence has not been challenged. There may be various reasons which prompted the C.I.S.F. Jawans not to come to the place of occurrence for rescue. Further it was a case between workman and the Manager and the C.I.S.F. Jawans might have thought it improper to go to the place of occurrence when about 100 or 200 workmen were variously armed. The above contention of the concerned workmen therefore does not hold good.

19. As I have mentioned above there are overwhelming evidence to prove that the concerned workmen in a mob surrounded the Manager and assaulted him and others. I do not think any better evidence to prove the alleged occurrence could have been given by the management before this Tribunal. There is absolutely no reason as to why so many respectable witnesses would have come to depose false and to implicate the concerned workmen with whom there was no grudge or enmity of any kind.

20. Considering all the facts and circumstances of the case and evidence on record, I hold that the concerned workmen took part in the occurrence and assaulted the Manager and others as alleged and thus committed gross act of misconduct against their superior officers.

21. Certain law points have been urged on behalf of the workmen. It has been contended that the occurrence did not take place within the premises of the mine and further the occurrence has got no rational connection with the employment of the assailant and the victim and unless there is some rational connection with the employment no punishment for misconduct under the Standing Order should be inflicted and that the proper course should be a regular trial under the provisions of the Indian Penal Code. In support of it the learned Advocate for the workmen has cited before me a ruling reported in 1964 (2) L.L.J. page 113—Vol. 2 S.C.L.J. page 1451. It is true that the general principle is that in construing the standing orders care should be taken to see that disputes of a purely private and individual type are not brought within their scope and in order

that relevant provisions of standing order may be attracted the concerned person should be able to show that the disorderly or riotous behaviour had some rational connection with the employment of the assailant and the victim.

22. On a perusal of the above ruling it will appear that the relevant standing order of the management while defining misconduct said that it meant and included drunkenness, fighting, riotous or disorderly or indigent behaviour within or outside the factory and it was contended that the alleged assault had taken place outside the factory. The Supreme Court after scrutinising the evidence found that there was sufficient evidence to show that the said assault was as a result of some bonus question. Another ruling on the same point cited on behalf of the workmen is ruling of Mysore High Court reported in 1970 Lab. I.C. page 336 in which the above Supreme Court principle has been accepted.

23. The principles laid down in the above two rulings cannot be disputed and it cannot be denied that private disputes should not be brought in for holding misconduct against a workman. The standing order of the present management shows that threatening, abusing or assaulting any superior or co-worker is a misconduct. Nowhere in the written statement filed on behalf of the workmen it has been alleged that the occurrence took place outside the factory premises. Further it is also nowhere stated that the alleged occurrence had nothing to do with the employment of the concerned workmen and that it was all together a private affair. It is well settled that the allegation which is not pleaded and even if there is evidence in support of it, it cannot be examined because the other side has no notice of it and if entertained it would tantamount to granting an unfair advantage to the first mentioned party. It has already been stated above that there is not a word in the pleadings regarding the fact that the occurrence took place outside the mine premises or it was due to some private quarrel. Rather, from the evidence it will appear that the occurrence took place near the way bridge which is very close to the office of the mine as also to the dispensary and it cannot be said that it was outside the premises of the mine. Further from the pleadings of the workmen themselves it will appear that the said occurrence had some rational connection with the employment of the assailant and the victim. In this connection written statement of the workmen filed in Reference No. 9/79 may be looked into. The middle of para 4 of the written statement reads as follows:

"with a malicious intention for victimisation on account of agitation, protest and demonstration, a sweeping charge of riotous and disorderly behaviour was thrust on their heads with a view to take revenge them."

Thus on a very perusal of written statement of workmen it is clear that there was some sort of agitation, protest and demonstration on behalf of the workers which ultimately resulted in the alleged assault and it can on no account be said that the act of agitation and demonstration has got no connection with the employment of the workmen. The written statement of the workmen thus clearly proves the rational connection with the employment as laid down by the Supreme Court.

24. The learned Advocate for the workmen, however, has drawn my attention to para 7 of the cross-examination of MW-9 wherein he has stated that before the Police he did not give any reason for the occurrence. But this alone will not go to show that there was no reason for the alleged assault. It is not necessary to mention every fact in the F. I. R. It cannot be disputed that an act wherever committed if it has the effect of subversive discipline or good behaviour within the premises or precincts of the establishment that will amount to misconduct under the standing order. To support this view reliance can be made on a ruling of the Supreme Court reported in Vol. 12, S.C.L.J. page 223.

25. It may also be mentioned that none of the workmen has examined himself in this case and the sole witness examined on their behalf is Sri Ramnagar Singh said to be the Branch Secretary of the Union. It has been held in 43 I.F.I.R. (September Issue 1981) that if a party challenges the legality of an order the burden lies upon him to prove the illegality and if no evidence is produced the party invoking jurisdiction of Court must fail. Whenever a workman raises a dispute challenging the validity of the termination of service it is imperative for him to file written statement

setting out the grounds on which the order is challenged and he must also produce evidence to prove his case. If the workman fails to appear or to file written statement or produce evidence the dispute referred cannot be answered in favour of the workman and he would not be entitled to for any relief. In this particular case the workmen though they have filed their written statement but they have not examined themselves or produced evidence to show that they did not take part in the occurrence. From a perusal of another ruling reported in Vol. 4 S.C.L.J. page 2682 it would appear that though the incident had taken place in the quarters at a short distance from the workshop, the action of the employer in dismissing the workmen was held to be perfectly justified. Thus on a perusal of the above rulings cited from either side it is clear that the charge of misconduct has been well proved against the workmen and therefore the dismissal is justified.

26. The management has also taken the plea that the present References are not maintainable as the union spousing the cause had no representative character and that there is nothing to show that the union had been authorised by sufficient number of workmen to raise the dispute. It is in the written statement of the management that the Janta Mazdoor Sangh was not functioning at that time and it is not a representative union. The management also filed an application calling for the union registration certificate, counter-foll receipts, membership register, annual return and authority of the union to raise the dispute on 22-9-80 but for reasons best known to the union these documents were not filed. Rather the union has examined only one witness who has simply stated that he knows the workmen involved in these Reference and they are members of his union since 1977. He has not stated that other workmen of the mine are also members of his union. It has been taken in the cross-examination of MW-9 that there are 400 to 500 colliery employees under him and out of them even according to WW-1 only these 13 workmen are members of his union. Thus on the evidence it must also be held that the present union had no locustandi to raise the present dispute.

27. Now let us take up Reference No. 40/80 which stands on a somewhat different footing. As stated earlier the union filed a petition in Reference No. 40/80 on 10-9-80 stating that in the written statement the workmen took the plea that the enquiry in the above case is not fair and proper but this point is not pressed upon and it was submitted that the hearing may be made on the merits U/S 11-A of the Industrial Disputes Act. The entire proceeding of the departmental enquiry against the workmen has been filed in the case and is on the record. It will appear that at the request of the concerned workman the enquiry was held against him and he was present during the time of enquiry. The witnesses on behalf of the management had been examined in the departmental proceeding held earlier against the concerned workmen. All the witnesses of the management were brought and were present on the date of enquiry against this workman. The enquiry proceeding would show that the evidence of all the management witnesses were read over and explained to the concerned workman but he declined to cross-examine any of them but he cross examined only Sri M. K. Singh, the Manager. The concerned workman though did not examine any defence witness but he gave his own evidence before the Enquiry Officer. From his cross-examination it would appear that he stated that he was taking meal at the time of occurrence while in the written statement it was contended that he was on duty at the time of occurrence. The Enquiry Officer on the evidence on record held the workmen guilty of the charge and on the basis of his report the management passed order of dismissal. The evidence during enquiry stage cannot be said to be insufficient to prove the charge rather there was sufficient evidence to prove the charge of assault against this workman also and as the fairness and propriety of the enquiry has not been challenged and as the evidence is sufficient to prove the charge it must be held the finding arrived at by the Enquiry Officer is correct and the order of dismissal is justified. Ext. M-29 is the dismissal letter. It was however faintly urged on behalf of the workman that the Manager himself was witness and a victim of the occurrence and so the dismissal order should not have been passed by him. But it will appear from the record that the dismissal order was not passed by the Manager but by the higher authority. From Exts. M-27 & M-28 it will

appear that when the enquiry report was received by the Manager he forwarded the same to the Agent stating that since he was witness in this case he was sending the relevant papers for his perusal and necessary action. The Agent noted that he had gone through the enquiry report and connected papers and he concurred with the findings of the Enquiry Officer that on the evidence on record the charges levelled against these workmen have been satisfactorily proved and since the charges have been proved which are grave and serious, he recommended their dismissal from service. It was submitted to the General Manager for approval and the General Manager approved the dismissal vide his endorsement Ext. M-28. Thus the order of dismissal was passed by the General Manager and not by MW-9 the Manager. The Manager being head of the mine simply issued the dismissal letters to the concerned workmen and so the order of dismissal cannot be held to be unjustified.

28. In the end it may be mentioned that the punishment inflicted on the concerned workmen can on no account be said to be severe. No doubt endeavour should be made to maintain Industrial peace and cordial relationship between an employee and employer but at the same time it is the duty of everyone to see that the discipline in the industry must be maintained at any cost and the moment the discipline goes an industry cannot prosper. In this particular case height of indiscipline has been proved beyond reasonable doubts against the concerned workmen. They formed a mob and an unlawful assembly armed with deadly weapons and assaulted the Manager, Asstt. Manager, Driver and others while the Manager who is their Head and a superior officer was going to his residence from office. Such acts naturally cannot be tolerated by the management or by any person or authority of an industry. In the circumstances the order of dismissal passed against the concerned workmen is fully justified.

29. To sum up, I hold that the action of the management in dismissing the concerned workmen from their services with effect from the dates mentioned in the terms of References is fully justified and the concerned workmen are not entitled to any relief.

30. I give my award accordingly.

J. N. SINGH, Presiding Officer
[No. L-20012/28/79-D.III A]
[No. I-20012/192/79-D.III A]
[No. L-20012/193/79-D.III A]
[No. L-20012/194/79-D.III A]
[No. L-20012/21/81-D.III A]
A. V. S. SARMA, Desk Officer

नई दिल्ली, 18 दिसम्बर, 1981

का० प्रा० 33.—मैसर्स एस्कार्टेस लिमिटेड, आटोमोटिव डिविजन, येलहाका, बंगलूर - 560064 (जिसे हमसे हमके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे हमसे हमके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के, कर्मचारी किसी पृथक अधिदाय या प्रीमियम का संवाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में कायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये कायदे उन कायदों से अधिक अनुकूल हैं जो कर्मचारी निशेष मद्बद्ध बीमा स्कीम, (1976 जिसे हमसे हमके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रावैधित भविष्य निधि आयुक्त, कर्नाटक को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का प्रचरण, निरीक्षण प्रचारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा तथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम नुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बहाल जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदाय रकम उस रकम से कम है तो कर्मचारी की उस वंश में संदाय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में यदि कोई भी संशोधन, प्रावैधिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रावैधिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो वह छूट रह की आ सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दे दिया जाता है तो, छूट रह की आ सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सान दिन के भीतर निश्चित करेगा।

[सं. एस. 35014(48)/81- पी. एफ. 2]

New Delhi, the 18th December, 1981

S.O. 33.—Whereas Messrs Escort Limited, Automotive Division, Yelahanka, Bangalore-560064 (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme, for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Karnataka and, maintain such account and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premium, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of

the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014 (48)/81-PF-II]

नई दिल्ली, 19 दिसम्बर, 1981

क्रा०प्र० 34—मैसर्स किरलोस्कर ब्रदर्स लिमिटेड, देवास, मध्यप्रदेश-455001, (जिसे हममें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों में अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम, 1976 (जिसे हममें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन अनुज्ञेय है ;

धत्तः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी मुद्रिकाएं प्रदान करेगा, जो केन्द्रीय सरकार समय-समय पर निदिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निदिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम नुरस्त वर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है ।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संवय रकम उस से कम है जो कर्मचारी को उस दशा में संवय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिती को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों पर के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना वृद्धिकोण स्पष्ट करने का सुक्तिमुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संवाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा ।

[सं० एस० 35014/49/81-पी० एफ०-2]

New Delhi, the 19th December, 1981

S.O. 34.—Whereas Messrs Kirloskar Brothers Limited Dewas Madhya Pradesh-455001, (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making

any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme) ;

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

THE SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commission, Madhya Pradesh and, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of

deceased members who would have been covered under the said scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(49)/81-PF.II]

का० भा० 35—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91क के साथ पठित धारा 87 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स हिन्दुस्तान जिंक लिमिटेड, उदयपुर, भारत सरकार के उपक्रम, को उक्त अधिनियम के प्रवर्तन से 28 जून, 1980 से 21 जून, 1981 तक जिसमें यह दिन सभी सम्मिलित हैं, को एक वर्ष की अवधि के लिये छूट देती है।

2 पूर्वोक्त छूट की शर्तें निम्नलिखित हैं, अर्थात्—

(1) उक्त कारखाने का नियोजक, उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम प्रवर्तमान था (जिसे इसमें इसके पश्चात् उक्त अवधि कहा गया है), ऐसी विवरणियाँ, ऐसे प्रश्न में और ऐसी विशिष्टियाँ सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम 1950 के अधीन उसे उक्त अवधि की बाबत, देनी थी ;

(2) निगम द्वारा उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक, या निगम का इस निमित्त प्राधिकृत कोई अन्य पदाधारी—

(1) धारा 44 की उपधारा (1) के अधीन उक्त अवधि की बाबत की गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ ; या

(2) यह अधिनियमित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथा अपेक्षित रजिस्टर और अभिलेख, उक्त अवधि के लिये रखे गये थे या नहीं, या

(3) यह अधिनियमित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गये उन फायदों को, जिसके प्रतिफलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है, या नहीं, या

(4) यह अधिनियमित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबन्ध प्रवृत्त थे, ऐसे किन्हीं उपबन्धों का अनुपालन किया गया था या नहीं निम्नलिखित कार्य करने के लिये सक्षम होगा—

(क) प्रधान या अव्यवहित नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदाधारी आवश्यक समझता है, या

(ख) ऐसे प्रधान या अव्यवहित नियोजक के अधिभागाधीन किसी कारखाने, स्थापन, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संवाय से संबंधित ऐसे लेखा, बहियाँ, और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदाधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करके दें, या उन्हें ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या

(ग) प्रधान या अव्यवहित नियोजक को, उसके अधिकर्ता या सेवक की, ऐसे किसी व्यक्ति की जो, ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर, में पाया जाये, या ऐसे किसी व्यक्ति की जिसके

कारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि कर्मचारी है, परीक्षा करना ;

- (घ) ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में रखे गये किसी रजिस्टर, लेखावही या अन्य दस्तावेज की नकल तैयार करना या उससे उद्धरण लेना ।

व्याख्यात्मक भाषण

इस मामले में पूर्वापेक्षी प्रभाव से छूट देनी आवश्यक हो गई है, क्योंकि छूट के लिये प्राप्त आवेदन पत्र की कार्यवाही पर समय लगा ; तथापि, यह प्रमाणित किया जाता है कि पूर्वापेक्षी प्रभाव से छूट देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा ।

[संख्या एस-38014/29/80-एचआर]

S.O. 35.—In exercise of the powers conferred by section 87 read with section 21A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts Messrs Hindustan Zinc Limited, Udaipur, a Government of India enterprise, from the operation of the said Act for a period of one year with effect from the 22nd June, 1980 upto and inclusive of the 21st June, 1981.

2. The above exemption is subject to the following conditions, namely :—

(1) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred to as the said period), such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950 ;

(2) Any Inspector appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf shall, for the purposes of,—

(i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 of the said Act for the period ; or

(ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period ; or

(iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification ; or

(iv) ascertaining whether any of the provisions of the said Act has been complied with during the period when such provisions were in force in relation to the said factory ;

be empowered to—

(a) require the principal or immediate employer to furnish to him such information as he may consider necessary ; or

(b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in-charge thereof to produce to such Inspector or other official and allow him to examine such accounts, books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary ; or

(c) examine the principal or immediate employer, his agent or servant or any person found in such factory, establishment, office or other premises or any person whom the said Inspector or other official has reasonable cause to believe to have been an employee ; or

(d) make copies of or take extracts from, any register, account book or other document maintained in such factory, establishment, office or other premises.

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case as the processing of the application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S-38014/29/80-HI]

का० प्रा० 36—मैसर्स जान फाऊलर (इंडिया) लिमिटेड, बंगलोर (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिलाने के लिये आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी किसी पृथक अभिवाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निशेष सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिये उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजन प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक को ऐसी विवरणियां भेजेगा और ऐमा लेखा रखेगा तथा निरीक्षण के लिये ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभावों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य शर्तों का अनुवाद, स्थापन के सूचनापट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम पुरस्त दर्ज करेगा और उसकी आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों का उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा

जिससे कि कर्मचारियों के लिये सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुसूच्य हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदय रकम उस रकम से कम है जो कर्मचारी को उस वषा में संवय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती की प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी, संशोधन, प्रादेशिक भविष्य निधि आयुक्त, कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जायेगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हों वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तिमय अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के बाद, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पाविसी को व्यवगत हो जाने दे दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय, आदि में किय गये किसी व्यतिक्रम की वशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस-35014/11/81-पी एफ-2]

पी० सिन्हा, उप सचिव

S.O. 36.—Whereas Messrs John Fowler (India) Limited Bangalore, (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for three years.

THE SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and, maintain such accounts and provide

for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in this establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced to any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[S-35014/11/81-PF. II]

P. SINHA, Dy. Secy.

New Delhi, the 18th December, 1981

S.O. 37.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the industrial dispute between

the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on the 9-12-81.

BEFORE SHRI MAHESH CHANDRA, PRESIDING
OFFICER, CENTRAL GOVT.

INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
NEW DELHI.

I. D. No. 121 of 1977

In re:

The Assistant General Secretary,
Delhi Circle State Bank Staff Association,
H.No. 2251/22-C, Chandigarh. . . . Petitioner

VERSUS

The Regional Manager,
State Bank of India (Region V),
Parliament Street, New Delhi. . . . Respondent.

AWARD

The central Govt. as appropriate Govt. vide its order No. L.12012/13/75/DI/A dated the 30th April, 1975 referred an Industrial Dispute to Industrial Tribunal Chandigarh in the following terms to Industrial Tribunal, Chandigarh :

'Whether the action of the State Bank of India, Region V, P.B. 398, New Delhi, in terminating the services of Shri Deep Chand, Guard at Model Town, Karnal Branch of the Bank with effect from the 1st August 1974, is legal and justified? If not, to what relief is he entitled?'

2. On receipt of the reference it was ordered to be registered and usual notices were sent to the parties for 5-6-75. On which date statement of claim was filed and the pleadings were completed on 16th June, 1975 whereupon following two issues were framed by Shri H. R. Sodhi :

ISSUES :

1. Whether the action of the respondent in allegedly terminating the services of Shri Deep Chand, Guard at Model Town, Karnal Branch with effect from 1st August, 1974 is legal and justified?

2. If issue No. 1 decided against the respondent-management and for the workman, to what relief is the workman entitled?

3. Thereafter the case was adjourned for evidence. Before any evidence could be recorded the case was transferred to Industrial Tribunal, Delhi in October, 1976 but before any proceedings could take place before him the case was transferred to this Tribunal in May, 77 and later on it was found that the order of transfer had some technical flaw as such a fresh order of transfer was made in 1978. Thereafter evidence of the workman was recorded and the case was adjourned for evidence of the Bank. In spite of the numerous opportunities afforded to the Bank for producing its evidence, the evidence of the Bank was closed vide order dated 3-10-1981 and arguments were heard.

4. I have gone through the evidence produced by the workman side and have gone through the file and after giving my considered thought to the matter before me I have come to the following findings :

ISSUE No. 1 :

5. The contention of the workman is that the Branch Manager, State Bank of India, Model Town, Karnal appointed this workman as a temporary Guard against a regular sanctioned vacancy on 18th March, 1974 and allowed him to continue upto 1-8-74; that the workman was appointed without any written order of appointment and his services were also terminated without any written order and in violation of para 495 of the Sastry Award; that the workman was later on interviewed alongwith other candidates on 30-6-74 for permanent absorption as a Guard in the Bank and he was placed on the top of the list of successful candidates recommended for the appointment but the Bank Management motivated by unfair labour practices arbitrarily decided not to offer permanent appointment to the workman and without

assigning any reason his services were terminated on 31st August, 1974 and Bank appointed another temporary Guard in his place; that the termination of his services was invalid and unjustified and he was entitled to be permanently appointed.

6. In its written statement the Management has not denied that the workman was employed first on 18-3-74. It has however been denied that he was appointed as temporary Guard against regular sanctioned vacancy. It is also admitted that with some breaks this workman continued working till 1-8-74. It is similarly not denied that he was placed on the top of successful candidates. What is stated by the Bank is that this workman was not qualified for being called for interview and was wrongly interviewed and as such he had no legal right to appointment.

7. The evidence led by the workmen consists of his own statement as W.W. 1 in which it is stated by him that he joined the services as temporary Guard on 18-3-74 and then he was interviewed for regular appointment on 30-6-74 and was appointed but was terminated after six days thereof. It is further stated by him that thereafter he was given part-time job but ultimately another temporary hand was engaged. The only question put to him during cross examination was regarding issuance of formal appointment letter of regular appointment which he has admitted that he was never issued.

8. I have already observed above that I was constrained to close the evidence to the Bank in spite of numerous opportunities afforded to the Bank. Thus the statement of this workman stands un-rebutted. The bank has filed a statement showing the names and other particulars of candidates who appeared in the interview held on 30-6-74 at Model Town, Karnal Branch. This is at page 18 of the file and is admitted to be corrected by the representative of the workman as endorsement encircled red thereon shows. From the perusal of this document it is established that 14 persons were called for interview and only 8 appeared and of the 8 Shri Deep Chand the present workman received 38 marks and was first in the order of merit. Once this is established it would follow that this workman was entitled to be absorbed on regular basis as a Guard in the service of the Bank—respondent in consequence of this interview. Once this workman has applied for a post for appointment as a regular Guard and in pursuance of that application he is called for interview and is in fact interviewed and finally secured first position in order of merit it would not be legal and equitable for the Bank then to refuse to appoint him as regular Guard. The Bank has not led any evidence whatsoever. It has not shown any rules which required that this workman could not be called for interview unless he had put in 90 days of service. Admittedly he had joined service on 18-3-74. The interview was held on 30-6-74. On the date of interview he was still in service. Even counting from 18th March to 30th June, 74 it works out much more than 90 days. In these circumstances the bank would be estopped from raising the plea that he was not properly called for interview or was not eligible for being called for interview. Once interview has been held and he secures first position therein a vested right come into being in favour of this workman and as such the subsequent termination on 1-8-74 of this workman would be invalid and unjustified. In para No. 3 of the written statement it is admitted by the Bank that on 30-6-74 an interview was held. It is alleged therein that as he was not qualified for being called for interview as he had not put in 90 days of service person next to him was appointed. This para coupled with the documents placed at page 18 and which is admitted to be correct by the representative of the workman go to establish that certainly the workman Deep Chand was interviewed and secured first position in seniority and in spite thereof he was not offered regular appointment and rather the next man was offered regular appointment. This appointment of the next man was in fact Deep Chand's rightful due and the Bank could not deny him on any plea whatsoever and therefore Deep Chand would be entitled to be absorbed on regular basis w.e.f. 1-7-74 in pursuance of result of interview incorporated in the documents placed at page 18 of the file. In so far as Shri Deep Chand was erroneously, illegally and unjustifiably deprived of his rightful turn of regular appointment as Guard he would be entitled to full wages for the period he has been out of service and this issue is decided accordingly.

ISSUE No. 2

9. In view of my discussions and findings upon issue above, it is awarded that the action of the State Bank of India Region V, P.B. No. 398, New Delhi in terminating the services of Shri Deep Chand, Guard at Model Town, Karnal Branch of the Bank w.e.f. 1st August, 1974 is not legal and not justified and he is entitled to be absorbed on regular basis and would be entitled to his full back wages together with the costs of this litigation which is assessed at Rs. 250/-.

Further ordered :

That requisite number of copies of this award may be sent to the appropriate Govt. for necessary action at their end.

MAHESH CHANDRA, Presiding Officer

Dated : the 10th November, 1981.

[No. L-12012/13/75-D.II.A]

S.O. 38.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Bangalore, in the industrial dispute between the employers in relation to the management of Karnataka Bank Ltd; and their workman, which was received by the Central Government on the 5-12-80.

BEFORE THE INDUSTRIAL TRIBUNAL IN
KARNATAKA, BANGALORE

Central Reference No. 4 of 1980

I PARTY

Workmen represented by the General Secretary, Karnataka Bank Staff Association, 'Ganesh Kripa', New Balamatta Road, Mangalore-575001.

Vs.

II PARTY

The Chairman, Karnataka Bank Limited, Head Office, Mangalore-575001.

APPEARANCES :

For the I Party :—Sri S. Krishniah, Advocate, Bangalore

For the II Party :—Sri P. Ramachandra Rao, Advocate, Bangalore.

REFERENCE

(Government Order No.L-12012/42/80-D.II.A dated 28-4-1980)

AWARD

The Central Government has made a reference of dispute between the parties for adjudication on the following points :—

"Whether the action of the management of Karnataka Bank Limited, Mangalore in transferring Shri P. Madhusudan Rao, Special Assistant from Deberebail Branch to Gokarna Branch by end of December, 1979 is justified ? If not, to what relief is the workman concerned entitled ?"

2. Notices were issued to the parties. They did not file any claim statement. On 11-8-81, a Memo was filed on behalf of the I Party enclosing a letter from the General Secretary of the Staff Association to say that the workman mentioned in the reference does not wish to continue the reference and the union desires to withdraw the same. As the parties do not intend to pursue the matter, it is taken that the dispute does not arise and it is ordered that the reference be and is hereby rejected as withdrawn by the I Party. Parties to bear their own costs. Award passed accordingly.

V. H. UPADHYAYA, Presiding Officer

[No. L-12012/42/80-D.II.A]

S.O. 39.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the management of Hindustan Commercial Bank Limited and their workman, which was received by the Central Government on the 10-12-81.

BEFORE SHRI MAHESH CHANDRA, PRESIDING
OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
NEW DELHI.

I. D. No. 38 of 1979

In re :

The General Secretary, Hindustan Commercial Bank Employees Congress, Birhana Road, Kanpur—Petitioner

VERSUS

The Chairman, Hindustan Commercial Bank Ltd., Head Office Birhana Road, Kanpur...Respondent.

AWARD

The Central Govt. as appropriate Govt. vide its order No. L-12012/68/79-D.II(A) dated the 9th July, 1979 referred an Industrial Dispute u/s 10 of the I.D.Act to this Tribunal in the following terms :

"Whether the action of the management of Hindustan Commercial Bank Ltd., Head Office, B. Road, Kanpur, in transferring Shri D. K. Nigam, Head Cashier from their Kalpi Road Branch, Kanpur to Farrukhabad Branch vide their order dated 22-2-79 is justified ? If not, to what relief is the workman concerned entitled ?"

2. On receipt of the reference it was ordered to be registered and usual notices were sent to the parties and a statement of claim was filed by the workman side on 5-10-79, and a written statement was filed on 25-11-79 and a replication was filed on 24-1-1980, and following issues were framed upon the pleadings of the parties :

ISSUES :

1. Whether the reference is invalid on the ground taken up in written statement?

2. As in the order of reference ?

3. Thereafter the case was adjourned for evidence of the parties. Evidence of the parties has been recorded. I have gone through the evidence by the parties and after giving my considered thought to the matter before me I have come to the following findings upon these issues:

ISSUE No. 1

4. The contention of the Management is that the matter under reference is not an individual dispute and as such there was no dispute and the matter is not within the jurisdiction of this Tribunal. Para No. 19 of the written statement refers. In para 20 of the written statement it is stated that the present reference does not fall within section 2-A of I.D. Act and is not an Industrial Dispute and in para 21 it is stated that the transfer is an administrative function and cannot be subject matter of Industrial Dispute. The net out come of these three paras is that the contention of the Management comes out to that in as much as the present dispute is an individual dispute and not covered by the provisions of Section 2-A and therefore does not qualify as an Industrial Dispute. I have perused the replication of the workman regarding these paras 19, 20 and 21 of the written statement have been denied by the workman side. It is conceded that the matter is not an individual dispute but it is contended that it was an Industrial Dispute and was rightly referred to this Tribunal. It has further been stated that this case was espoused by Hindustan Commercial Bank Congress, a registered organisation of the Bank employees hav-

having a large number of membership in his Bank and Shri D. K. Nigam is a bonafide member of the said union (Congress) had taken the dispute with ALC(C), Kanpur for settlement and the opposite party i.e. the Management has attended the proceedings before the ALC(C), Kanpur and it was thereafter that the matter was referred for adjudication. In para No. 17 of the affidavit Ex. W.W.11 of the workman it is stated by the workman that the General Secretary of the Hindustan Commercial Bank Employees' Congress, Kanpur of which the deponent is a member as well as the deponent protested and represented to the Chairman and other authorities of the Bank against this mala fide action without assigning any cogent reason but nothing was done. The workman has filed a copy of letter dated 23-2-79 of the General Secretary, Hindustan Commercial Bank Employees' Congress, Kanpur to the Chairman which is Ex. W/7 and copy of resolution of the Executive Committee espousing the case of the workman which is Ex. W/8. The receipt of Ex. W/7 is not denied by the Management. There is no evidence to the contrary. In view thereof I hold that the matter in dispute was duly espoused by the Hindustan Commercial Bank Employees' Congress, Kanpur and as a consequence an Industrial Dispute within the meaning of Section 2-A came into existence and was referred to this Tribunal and the Tribunal has therefore jurisdiction to take cognizance of this dispute.

5. The contention of the workman that the matter was raised before the ALC(C), Kanpur and the Management appeared before it and ultimately this reference was made is not denied by the Management. For that reason also it cannot be said that there is any weight in the contention of the Management. It may be mentioned here that the Management has examined one Shri O. N. Mehrotra upon this issue. He has filed his affidavit Ex. M.W. 1/1 but not a word has been stated on this aspect of the matter by Shri Mehrotra. In view of all this discussion this issue is decided in favour of the workman and against the Management.

6. Issue No. 2 :

The contention of the workman as disclosed from his statement of claim is that he was posted as Head Cashier at Farrukhabad Branch of the Bank in April, 1977; that on 17-1-79 the workman and one Shri R. P. Dixit, Head Cashier, Kalpi Road Branch, Kanpur applied for mutual transfer from Farrukhabad to Kalpi Road Branch and vice versa; that the Management accepted their requests and issued orders on 22-1-1979; that the workman Shri D. K. Nigam was relieved by Farrukhabad Branch Manager vide letter dated 30-1-1979 and he joined duty as Head Cashier, Kalpi Road Branch on 31-1-79 and took charge of the cash as well; that Shri Dixit after being relieved from Kalpi Road Branch did not join at Farrukhabad rather joined at Kanpur Kalpi Road Branch and later on the workman was transferred back to Farrukhabad Branch and all representations of the workman in this behalf were turned down and hence this matter.

7. The facts as stated are not denied by the Management. What is contended by the Management is that accepting the common request of Shri D. K. Nigam and Shri R. P. Dixit for mutual transfer, the Management issued orders on 22-1-1979 and directed that Shri D. K. Nigam shall be relieved from duty to report for duty at Kalpi Road Kanpur Branch only when Shri R. P. Dixit reported for duty at Farrukhabad Branch. It is further stated that at that time Shri R. P. Dixit was on leave on 22-1-1979 and as such transfer orders were sent to him and thereupon Shri R. P. Dixit vide his letter dated 2-2-1979 withdrew his representation and subsequently joined duties at Kalpi Road Branch on 23-2-79 and therefore the Management was constrained to retransfer the workman back to Farrukhabad.

8. In order to establish its contention the Management has examined one Shri O. N. Mehrotra as M.W. 1. He has filed his affidavit Ex. M.W. 1/1 which supports the case of the Management. Paras 6, 7 and 8 of the affidavit refer to in this behalf. The statement on oath, or affidavit of this witness is supported by documents. Ex. M/2 is the common request by this workman and Shri R. P. Dixit for mutual transfer. Ex. M/3 is the order of transfer which categorically shows that first Shri R. P. Dixit was to be relieved and when he has reported for duty at Farrukhabad then Shri D. K. Nigam was to be relieved. In the endorsement to the Branch Manager at Farrukhabad it is categorically stated. In view of this position both the workmen Shri D. K. Nigam and the other person Shri R. P. Dixit would be bound by these instructions. However before these instructions could

be carried out Ex. M/4, representation was filed by Shri R. P. Dixit withdrawing his offer and mutual transfer on 16-2-1979. This withdrawal was effected before the orders of transfer were given to qua Shri R. P. Dixit and in pursuance of Ex. M/4, Shri R. P. Dixit reported for duty on 19-12-1979 and resumed duty as Ex. M/5 would show. It was in these circumstances that this workman Shri D. K. Nigam had to be retransferred to Farrukhabad. That being the position it cannot be said that the fault lay with the Management in retransferring the workman Shri D. K. Nigam back to Farrukhabad. It was in fact because Shri R. P. Dixit withdrew his offer to be transferred vide Shri D. K. Nigam and therefore it would follow that the order of transfer of Shri D. K. Nigam back to Farrukhabad cannot be found fault with. I have considered the matter from all possible angles and I do not find that the workman has established that the order whereby he was transferred back to Farrukhabad w.e.f. 22-2-1979 was wrong or not justified and it therefore follows that this issue is decided against the workman and it is held that the workman is not entitled to any relief whatsoever.

9. In view of my discussions and findings upon the two issues above, it is awarded that the action of the Management of Hindustan Commercial Bank Ltd., Head Office Bihana Road, Kanpur in transferring Shri D. K. Nigam, Head Cashier from their Kalpi Road Branch, Kanpur to Farrukhabad Branch vide their order dated 2-2-79 is justified and this workman is not entitled to any relief and parties are left to bear their own costs.

Further ordered :

That requisite number of copies of this award may be sent to the appropriate Govt. for necessary action at their end.

Dated : the 3rd November, 1981.

Sd/-

MAHESH CHANDRA, Presiding Officer

[No. L-12012/68/79-D. II.A]

S.O. 40.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the industrial dispute betw. the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 10-12-81.

BEFORE SHRI MAHESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

I. D. No. 38 of 1978

In re :

The Secretary, Bank of Baroda Employees' Union, 710 Ballimaran, Chandni Chowk, Delhi.

...Petitioner.

Versus

The Regional Manager, Bank of Baroda, Parliament Street, New Delhi.

...Respondent.

AWARD

The Central Govt. as appropriate Govt. vide its order No. I-12012/13/77-D. II.A dated the 28th March, 1978 referred an Industrial Dispute u/s 10 of the I.D. Act, 1947 to this Tribunal for adjudication in the following terms :

'Whether the action of the management of Bank of Baroda, New Delhi in permanently debarring Shri J. P. Gupta, Peon Pusa Road Branch of the Bank from posting him as Cash Peon temporarily or on permanent basis which attracts special allowance, in future is justified. If not, to what relief is the workman entitled?'

2. On receipt of the reference it was ordered to be registered and notice were issued to the parties. A statement of claim was filed by the workman side. Thereupon a written statement was filed by the Management and finally a replication was filed. Upon the pleadings of the parties following issues were framed vide my order dated the 6th February, 1979 :

Issues :

1. Whether any demand has been raised by the union in this matter?
2. Whether the dispute has been properly espoused?
3. Whether the reference is invalid?
4. As in the order of reference?

3. In this case after evidence of the workman was recorded the case was adjourned for evidence of the Bank and the Bank had filed two affidavits in support of its defence on 20-8-80 and the case was adjourned for cross-examination but later on on 17th June, 1981 ex-parte proceedings were ordered against the workman side and following statement of Shri S. S. Sethi, representative of the Management was recorded :

Statement of Shri S. S. Sethi, on S.A.

'I tender both the affidavits into my evidence together with documents on record. It may be mentioned here that this workman has since 21-5-79 assigned the duties of daftry which carries special allowances which is higher than those of cash peons and therefore also this reference had become infructuous. I close my evidence.'

Thereafter award was reserved.

4. I have gone through the evidence produced by the workman and Management and after giving my considered thought to the matter before me I have come to the following findings :

5. Issue No. 1 :

The Management has in preliminary para No. 1 of the written statement contended that there was no demand by the workman side on the Management and as such the reference was not competent. In its replication the Union has contended that the union had taken up the matter with the Management vide its letter dated 30-12-74. The receipt of said letter dated 30-12-74 is not admitted by the Management. The copy of the said letter Ex. W/2 and the other copy is Ex. W/3. From the perusal of affidavit of Shri R. L. Virmani as W.W. 1 I find that in para 7 of the affidavit Ex. W/1, it is categorically stated by Shri Virmani that the union by its letter dated 30-12-74 made representation to the Bank and requested the Bank that Shri Gupta may be assigned additional duties of a cash peon on permanent basis as two new branches were opened in December, 1974 and the union also submitted that it would be unfair on the part of the Bank to debar Shri Gupta from claiming the additional duties attracting special allowances simply because he has expressed his difficulties in joining at Greater Kailash Branch on temporary basis. A perusal of Ex. W/2 and Ex. W/3 clearly shows that certainly the union had raised demand in most unequivocal terms and this letter dated 30-12-74 would be sufficient demand within the meaning of the term demand so as to bring an Industrial Dispute into existence. From a reference to para 8 of the written statement of the Bank it would be found that it has not been stated therein that letter dated 30-12-74 sent by the Union was not received by the Bank. What is stated therein is that it was not traceable in the record of the Bank. Shri R. L. Virmani in his statement as W.W. 1 has stated that Ex. W/3 bears acknowledgement of delivery of this letter. The said acknowledgement is encircled red. It is further stated by him that it was one Neelam Ahuja who had received the said letter in the Bank. Said Neelam Ahuja has not been produced by the Bank. In these circumstances it is difficult to accept the contention of the Bank that the letter Ex. W/2 and Ex. W/3 were not received by the Bank. Even otherwise in view of the principle of law enunciated in S. N. Goel vs Bank of Baroda by the Hon'ble Supreme Court of India the matter in the instant case having been taken up in conciliation and the Bank having appeared before the conciliation authorities it is difficult to throw away the reference on this hyper-technical plea. Hyper-technical pleas cannot be permitted to forestall the industrial adjudication. In these circumstances the

issue is decided in favour of the workman and against the Bank.

6. Issue No. 2 :

In preliminary para 2 of written statement the Management has contended that the matter in dispute has not been espoused validly and properly by the Union and therefore the order of reference is incompetent. This para of the written statement is categorically denied by the workman side and in para 2 of their written statement it is stated that para no. 2 is denied and it is denied that the dispute was not validly and properly espoused by the Union. A perusal of Ex. W/2 and Ex. W/3 would show that this letter dated 30-12-74 was issued by the Union itself. From the perusal of order of reference also it would be found that this reference has been made at the instance of the Union. These facts go to show that the entire matter was being pursued at the instance of the Union. That being the position it would be difficult now to throw the reference away on this technical plea that no formal resolution of General Body or Executive Body of the Union has been produced by the workman side to establish that the matter in dispute was formally espoused. Strict rules of evidence would not apply, to Industrial adjudication particularly because this was a question to be considered by the appropriate Govt. before taking cognizance of the dispute and if the appropriate Govt. has felt satisfied to make a reference in the circumstances, the objection of the Management would be irrelevant and would not carry any conviction this court. Further more in view of principle of law laid down in S. N. Goel vs Bank of Baroda by Hon'ble Supreme Court of India such like pleas particularly when the matter was agitated before the Conciliation authorities as well would not be permitted to hamper the administration of industrial justice. In these circumstances it cannot be said that the matter was not espoused by the union and consequently I hold that there is no weight in this objection either and it is decided against the Management.

7. Issue No. 3 :

The Bank has in its preliminary para 3 of its written statement contended that in so far as the special allowance is governed by Sastry Award, Desai Award and Bipartite Settlements which are in operation no Industrial Dispute in respect of special allowance can arise and therefore the reference is illegal. From the language of the reference and from the pleadings of the parties it cannot be said that the dispute is with regard to establishing a new claim/right of special allowance rather the dispute is with regard to illegally depriving of an assignment carrying special allowance and wrongful orders of the respondent in debarring the workman from such like posts. In view thereof it cannot be said that the objection has any merit in it. In reply to preliminary para no. 3 the workman side has contended that the preliminary objection is absolutely misconceived. The present dispute is not for providing for payment of special allowance to any categories of workmen. It is the dispute in regard to the wrongful deprivation of posting of Shri J. P. Gupta as cash peon. I have already observed above that from the order of reference and the pleadings of the parties it cannot be said that the dispute has been raised to establish a right in respect of a special allowance. In view thereof this issue is decided against the Management and in favour of the workman.

8. Issue No. 4 :

From the statement of claim I find that it is contended by the workman that he was employed as a peon on 24-2-1967 by the respondent and now and then additional duties attracting special allowances were assigned to senior most employees in the cadre concerned in Delhi and New Delhi but if a vacancy for 15 days arose such duties were assigned on the basis of office/branch seniority; that in the month of November, 1974 Shri Gupta was posted as peon in the Branch office of the Bank at Pusa Road, New Delhi and he was asked to proceed to Greater Kailash Branch to perform additional duties of cash peon in a leave vacancy on the basis of seniority, whereupon Shri Gupta represented to the Bank that it was not convenient for him to go to Greater Kailash Branch on a leave vacancy and therefore he may be assigned duties of a cash peon on permanent basis and after that a letter dated 30-12-74 was sent to the Management requesting that the workman should be assigned duties of a cash peon on a permanent basis in view of two new branches opened in December, 1974 at Najafgarh

and Naraina, New Delhi and the Bank vide its letter dated 13-1-75 informed him that on account of his refusal to accept the assigned duties of temporary cash peon of Greater Kailash Branch he will not be considered in future for assignment of any duties either on temporary basis or permanent basis of posts carrying special allowance and thereupon the matter was raised in conciliation before the ALC(C) but the conciliation failed and consequently this reference was made.

9. The facts as such are not denied by the Bank except that the letter dated 30-12-74 was not received by it and that such duties on posts carrying special allowance was not on the basis of seniority alone. In order to establish its case the workman side has examined Shri R. L. Virmani as W.W. 1 who has produced his affidavit Ex. W/1 and letters Ex. W/2 and Ex. W/3. From the perusal of the pleadings it is established that the workman was certainly a peon. It is also established that whenever a peon was required to work as a cash peon he was entitled to special allowance. It is also established that this workman had been off and on assigned temporary duties in posts carrying special allowance. Reference to para 7(d), (e) and (f) of written statement of Bank would establish that certainly this workman had been attending to temporary duties as cash peon off and on. It is also admitted that this workman was assigned further temporary duty on 11-11-74 which he refused. The bank has produced a copy of its circular dated 6-3-74 which shows that certainly it was according to the seniority that duties carrying special allowance were given. A reference is made in the said circular dated 6-3-74 that the bank's experience was that very often that senior most was not willing to accept such temporary assignment of duties in other Branch. Thus from this circular itself it is established that at that time duties carrying special allowances were assigned on the basis of seniority and if this workman had been attending to this temporary duties off and on as reference to para 7(d), (e) and (f) of W.S. of bank would show it would be too harsh to penalise him simply because he found it difficult to accept such duties assigned to him on 11-11-74. The seniority rules in this behalf is established further from para 2 of affidavit of Shri P. K. Gupta and para 3 of affidavit of Shri Chaudhry, both produced by the Bank. Ex. W.W. 1/1 affidavit of Shri R.L. Virmani also establishes this fact. Similarly the contention of the workman in Ex. W/2 and Ex. W/3. Para 7(g) of WS would show that the refusal to go to Greater Kailash was the first refusal by this workman and immediately thereafter he was debarred by Letter, copy on record which would certainly be invalid. A perusal of letter dated 11-11-74 read with circular dated 6-3-74 would show that by its letter dated 13-1-75 the Bank was seeking to effect a change in the practice in the matter of assignment of temporary duties carrying special allowance. This having been already held by me that this practice was there that these special duties were assigned on the basis of seniority there cannot be any doubt regarding the attraction of Section 9-A of I.D. Act in the instant case. By its letter dated 13-1-75 the Bank had sought to change the long practice and obviously that practice having already taken the shape of a service condition it could not be changed without compliance with the provision of Section 9-A of I.D. Act. Admittedly no notice was given and consequently the change would be invalid and I hold accordingly.

10 Furthermore the workman had been carrying out earlier orders as a pursual of para 7(d), (e) and (f) of written statement of the Management would show. To dis-entitle him and debar him from future assignments whether temporary or permanent on account of a single refusal would be unjustified and harsh and is inequitable. Even assuming for the sake of arguments that the Bank may have thought it proper for debaring him from temporary assignment, there could be no justification for debaring this workman permanently. According to letter Ex. W/2 in December itself two new branches were opened and permanent chance had arisen to this workman and this workman was not given that chance. Keeping in view all these facts I hold that certainly the action of the Management of Bank of Baroda New Delhi in permanently debaring Shri J.P. Gupta, Peon, Pusa Road Branch of the Bank from posting him as a cash Peon temporarily or on permanent basis which attracted special allowances in future was not justified and consequently this workman would be entitled to arrears as if he had officiated w.e.f. the first vacancy at Naraina and Najafgarh Branches till actual assignments, thereafter on 21-5-79 referred to by Shri S.S. Sethi in his statement dated 17-6-81. This

issue is decided accordingly in favour of the workman and against the Management.

11. In view of my discussions and findings upon issues above, it is awarded that the action of the Management of Bank of Baroda, New Delhi in permanently debaring Shri J.P. Gupta, Peon, Pusa Road Branch of the Bank from posting him as Cash peon temporarily or on permanent basis which attracts special allowance in future is not justified and he was entitled to the differences of wages which he would have drawn had he been so promoted with effect from the vacancies occurring at Naraina/Najafgarh Branches till 21-5-1979, the date of assignment of duties of daftry carrying special allowance. The workman would also be entitled to the costs of this adjudication which are assessed at Rs. 250/-.

Further ordered :

That requisite number of copies of this award may be sent to the appropriate Govt. for necessary action at their end.

MAHESH CHANDRA, Presiding Officer

[No. L-12012/13/77-D.IIA]

Dated: the 9th November, 1981.

New Delhi, the 19th December, 1981

S.O. 41.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the management of New Bank of India and their workman, which was received by the Central Government on the 14th December, 1981.

CENTRAL INDUSTRIAL TRIBUNAL, RAJASTHAN, JAIPUR.

Case No. CIT-9/1981

Reference : Government of India, Ministry of Labour through Desk Officer Order No. L-12012/68/80-DII(A) dated 4th April, 1981.

In the matter of an Industrial Dispute

BETWEEN

Shri J. P. Dhamania through the New Bank of India Employees' Union Rajasthan ...Applicant

Vs.

The New Bank of India, New Delhi.

...Opposite Party.

PRESENT :

For the Applicant—None.

For the Bank—None.

Date of Award : 19-10-81.

AWARD

The following dispute was referred to this Tribunal for decision vide order No. L-12012/68/80-DII(A) dated 4th April, 1981 under Section 10(1) of the Industrial Disputes Act, 1947 :—

"Whether the demand of the New Bank of India Employees' Union (Registered) Rajasthan to redesignate Shri J.P. Dhamania working at the New Bank of India at their Jaipur branch M.I. Road, Jaipur as Steno-typist and payment of pay and allowance as admissible to Steno-typist is justified? If so, to what relief the worker concerned is entitled?"

2. Notice of the reference was given to both of the parties who were required to appear on 18th July 81, but none appeared. Thereafter the case was adjourned for several dates with no result. It appears that the union has no interest in the matter, as such there is no alternative but to pass no dispute award, in the matter. Accordingly no dispute Award is passed hereby.

3. A copy of the Award be sent to the Central Government for publication under Section 17(1) of the I.D. Act, 1947.

RAM RAJ LAL GUPTA, Presiding Officer
[No. L-12012/68/80-D.II(A)]

New Delhi, the 24th December, 1981

S.O. 42.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Calcutta, in the industrial dispute between the employers in relation to the management of Punjab National Bank and their workman which was received by the Central Government on 8-12-81.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA.**

Reference No. 75 of 1980

PARTIES :

Management of Punjab National Bank, Asansol.

And
Their Workmen.

APPEARANCES :

On behalf of Management.—Mr. N. R. Bhounick,
Manager.

On behalf of Workmen.—Mr. S. N. Misra, General
Secretary of the Union.

State : West Bengal Industry : Banking

AWARD

This is a reference under Section 10 of the Industrial Disputes Act, 1947 on the basis of the order No. L-12012/11079-D.II(A) dated 8th September, 1980 passed by the Government of India. The dispute is between the management of Punjab National Bank, Asansol, hereinafter referred to as the "Bank" and their workmen represented by the General Secretary, Punjab National Bank Employee's Association, Punjab National Bank, Bastin Bazar, P.O. Asansol, District Burdwan, hereinafter referred to as the "Union". The dispute for adjudication mentioned in the order of reference is as follows :

"Whether the action of the management of Punjab National Bank in relation to its Asansol Branch, Post Office Asansol, District Burdwan in denying one-half of the scale of pay with proportionate annual increment applicable to Sweeper in the Bank, to Shri Ram Chandra, Part time Sweeper with effect from July 1, 1974 is justified? If not, to what relief is the workman concerned entitled?"

2. Both the Bank and Union appeared in this case and filed their respective written statements. In the written statement of the Bank a preliminary issue has been raised regarding the jurisdiction of this Tribunal for adjudication of the dispute in question. It is stated by the Bank in the written statement that the Union had neither a majority nor a substantial number of workmen of Punjab National Bank, Asansol as its members on the date of reference and that the Union had no locus standi to espouse the alleged cause of Ram Chandra the concerned workman. It is also stated that the union had not been authorised either by a resolution or otherwise to take up the individual dispute and to espouse it as an industrial dispute. In the written statement the union has stated that the union being a union of the concerned workman raised the present dispute and in the rejoinder filed in reply to the written statement of the Bank it has stated that the concerned workman is a member of the Union and that the dispute has been espoused by the Union. In the circumstances it is an industrial dispute and not an individual dispute. It is also stated that the union has got members of the Asansol branch of the Bank on whose reference the said dispute was espoused by the union which represents a substantial number of workmen of the bank established in the State of West Bengal. It is also stated that the union took up the dispute by a resolution dated 25-11-78.

3. The preliminary issue raised by the bank being a jurisdictional point, the matter was heard and on hearing both the parties the following preliminary issues were framed :

(i) Whether the Punjab National Bank Employees Association at Bastin Bazar, Asansol has sufficient and

appreciable number of workmen of the Bank at Asansol as its members so as to represent them?

(ii) Whether the said Union has proper authority to represent the workmen of the Bank at Asansol?

(iii) Whether the present dispute is an industrial dispute? and

(iv) Whether this Tribunal has jurisdiction to adjudicate the dispute sent by the Central Government?

At the time of hearing of the preliminary issues framed Mr. N. R. Bhounick, Manager of the Bank at Asansol appeared for the Bank and Mr. S. N. Misra, General Secretary of the union represented the workmen. On the side of the workmen R. L. Singh, Deputy General Secretary of the Union was examined, whereas on the side of the Bank Mrinal Kanti Mondal, Head Cashier of the Bank was examined as MW-1. Several documents were exhibited on both the sides.

4. The contention of Mr. Misra is that three members of the sub-staff of the bank at Asansol were members of the union and in view of the total number of sub-staff the number of members was quite sufficient and reasonable to make the union representative body of the category of sub-staff workmen of Asansol branch of the bank. Mr. Bhounick on the other hand has submitted that in fact the concerned workman did not belong to the category of sub-staff as he was a part time workman and excluding him there was only one other member of the sub-staff at Asansol branch who was a member of the union and this shows that the union had no reasonable or sufficient number of workmen so as to represent them and to espouse the cause of the concerned workman.

5. Let me now consider the evidence adduced in this case. The Deputy General Secretary of the Union has given evidence on the side of the union. According to his evidence as far as he remembered, 10 or 12 persons worked in the Asansol branch and that in 1979 and 1980 the union had three members who were employees of the bank at Asansol. He has produced one resolution book to show that by a resolution dated 25-11-78, marked Ext. W-3, the union was authorised to espouse the cause of the concerned workman Ram Chandra. He produced two receipt books and he pointed out two counterfoils of the receipts out of them to show that Ram Chandra paid subscription to the union. They are marked Exts. W-4 and W-5. At first he says during cross-examination that the staff of the Bank at Asansol branch were members of Punjab National Bank Employees Union. Thereafter he says that he does not know whether the employees of the Bank were members of that union. He has stated that B. N. Pandey, Ram Chandra Safaiwala and Tapan Kr. Bhattacharjee of Asansol branch were members of the union but Mr. Bhattacharjee has been transferred to another branch on promotion. He has stated that the union has got membership register but he does not produce any membership register before this Tribunal. This witness has further stated that from April 1978 all these persons became members. On the very perusal of Exts. W-4 and W-5, the counterfoils of the subscription receipt alleged to have been granted to the concerned workman Ram Chandra, it will appear that he paid subscription from July to August, 1978 and the relevant counterfoil Ext. W-4 is dated 29-11-78. Ext. W-5 is dated 15-12-79 and it shows that Ram Chandra paid subscription from January to March, 1979. It is to be particularly noted that the union does not make any attempt to prove any counterfoil receipt in respect of B. N. Pandey or Tapan Bhattacharjee. There is no documentary evidence on record or any piece of reliable evidence that any of those three persons became members from April, 1978. Although the union has stated that there are counterparts of subscription receipt showing payment of initial subscription, those have not been proved. WW-1 has further stated that these three persons filed applications for admission in the union as members and that the union possess those applications; yet no attempt has been made to produce those applications to prove that the three persons in fact applied to be members of the union. No membership register has been produced and no reliable document has been produced to show that the three employees of Asansol branch of the bank were members of the union. The witness has admitted that subscription for the union were deducted from the salaries of the concerned workman and they were credited to the union's account with the bank.

6. As against the evidence of WW-1 we get the evidence of the Cashier of the bank at Asansol. He is MW-1. He has produced the original records of the bank and they have been marked exhibits in this case. Ext. M-1 is the salary register kept in due course of business of the bank. The salary-sheet for the month of August, 1980, just before the order of reference shows that besides the officers there were one Head-cashier, 9 clerks, 5 members of the sub-staff and the concerned workman Ram Chandra recorded as part-time sweeper. In the salary bill for the month of September also we get the same thing. Even if we accept, leaving aside clerks, that the category of sub-staff is to be considered for the purpose of representation in this case, we find that including the concerned workman there were six members of the sub-staff, one of them was B. N. Pandey but there is no one named Tapan Bhattacharjee. I find no name of Tapan at all forgetting the surname. The bill for salary for August 1980 has been marked as Ext. M-1(a). MW-1 has produced and proved one Transfer Payment Order Issue Register maintained by the bank at Asansol to show that deductions made from the salaries of the workmen were credited to the amount of the union. That register has been marked as Ext. M-2. At page 7 of the said register which has been marked as Ext. M-2(a) it is shown that in August 1980 a sum of Rs. 6 was credited to the account of the union, namely Punjab National Bank Employees Association and at page 171 of the register marked Ext. M-2(b) we find that a sum of Rs. 54.50 P. deducted from the salaries of the workmen was credited to the account of Punjab National Bank Sramik Union. This was also on the same date in August, 1980. In this connection the evidence of MW-1 should be considered. He says that in or about September, 1980 one workman and Ram Chandra who was a part time worker were members of the Union appearing in this case. He has also stated that 10 clerks and four sub-staff of the Asansol branch were members of the Sramik Union in or about September, 1980. In support of this statement he has stated that Rs. 6 was paid to the union as subscription of two workmen belonging to the union. The counterfoils of subscription receipt, marked Exts. W-4 and W-5, shows that the rate of subscription per quarter was Rs. 3. Clearly, therefore, when the sum of Rs. 6 was credited to the account of the union towards subscription they related to two members. The evidence of WW-1 claiming that there were three members including the workman at Asansol branch cannot be accepted. There can be no doubt, therefore, that at the time of making the present reference only two members of the sub-staff consisting of 6 members were members of the union. Of the two, the concerned workman is one. Even if we exclude the category of clerks we get that there were six members of the sub-staff and of that category, leaving aside the concerned workman, we get only one workman of the Asansol branch as the member of the union. In this view of the matter it cannot be stated by any stretch of imagination that the union had any sufficient, reasonable or appreciable number of workmen of the Asansol branch as its members. So, it cannot be held that the union represented the workmen, even of sub-staff class.

7. The union has produced a resolution book showing that on 25th November, 1978 a resolution was passed by the Executive Committee of the Union at Calcutta authorising the General Secretary, Dy. General Secretaries, B. N. Pandey and A. D. Singh to represent the union. Whatever may be the resolution, it has got no value when my positive finding is that the union had no sufficient, reasonable or appreciable number of workman of the bank at Asansol as its members and that it had no right or authority to represent the workmen and to espouse the cause of the concerned workman Ram Chandra, Safailwala.

8. In view of my findings above, I answer issues nos. (i) and (ii) in the negative and against the union. In consequence of my findings the present dispute is not an industrial dispute and as such the issue no. (iii) is decided in the negative. Regarding issue no. (iv) I hold accordingly that this Tribunal has no jurisdiction to adjudicate upon the dispute sent by the Central Government and that the present reference is

not maintainable. The workman concerned can get no relief in this reference.

An award is passed accordingly.

Dated, Calcutta,

The 3rd December, 1981.

R. BHATTACHARYA, Presiding Officer

[No. L-12012/110/79-D.II(A)]

N. K. VERMA, Desk Officer

New Delhi, the 19th December, 1981

S.O. 43.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of M/s. Goenka Mica Company, P.O. Kodarma, District Giridih and their workmen, which was received by the Central Government.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD.

Reference No. 4 of 1980

In the matter of an industrial dispute under S. 10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the Management of M/s. Goenka Mica Company, P.O. Kodarma, District Giridih and their workmen.

APPEARANCES :

On behalf of the employers.—Shri V. S. Sahui, Advocate.

On behalf of the workmen.—None.

STATE : Bihar

INDUSTRY : Mica.

Dhanbad, 21st/23rd November, 1981

AWARD

This is an industrial dispute under Section 10 of the I.D. Act, 1947. The Central Government by its order No. L-28011/6/79-D.II.B dated 18th February, 1980 has referred this dispute to this Tribunal for adjudication on the following terms :

THE SCHEDULE

"1. Whether the action of the management of M/s. Goenka Mica Company, District Giridih in not paying bonus @ 20 per cent to their mica mines workers for the accounting year ending on 31st December, 1978 is justified ?

II. If not, to what relief the workmen are entitled ?"

2. The workmen have claimed 20 per cent bonus for the accounting years 1976, 1977 and 1978. The contention of the workmen is that the minimum bonus of 8.33 per cent was paid to them on the ground that the management had suffered a loss. According to them this contention of the management was not correct and that the management falsified papers in order to bring out a case of loss.

3. A conciliation proceeding was held before the Assistant Labour Commissioner (C), Hazaribagh in which the management participated. The management produced audited accounts for the years 1976 and 1977 and after a good deal of deliberations before the Conciliation Officer (Central) the workmen accepted the correctness of the account for the years 1976 and 1977. So in this reference we have only to see whether the accounts for the year 1978 is correct.

4. It will appear that after this reference has been made the management was able to produce in this court the audited account for the year 1978 which shows that the management did not make any profit whatsoever. On behalf of the workmen several adjournments were prayed for and in spite of adjournments Shri J. D. Lal, Advocate appearing on behalf of the workmen submitted that the workmen are not taking interest in this case. The management was ready and therefore the case had to be taken up *ex parte*. The

management examined one witness who is an employee in the account section. He has proved the case of the management that in the accounting year 1976 and 1977 the company had suffered loss. He has also proved Ext. M1 which is Form A register and Ext. M2 which is Form B register. These registers deal with accounts. He has also proved Ext. M3 which is an audit report of the accounts as audited by S. Pathak & Co. It will appear that the management was only liable to pay the minimum bonus of 8.33 per cent.

5. On 18-11-81 Shri J. D. Lal, Advocate came up with a petition that his client should be given a chance for hearing of the reference. But no reason has been assigned as to why the workmen did not appear on the dates fixed for hearing of this case. Now that the case has been heard ex-parte and the award has been reserved, I do not think that this petition is in order. It is therefore rejected. If the workmen so like they can come up with a prayer in due course to set-aside the ex-parte Award.

6. Thus having considered all aspects of the case, I hold that the action of the management of M/s. Goenka Mica Company District Giridih in not paying bonus @ 20 percent to their mica mines workers for the accounting year ending on 31st December, 1978 is justified. Consequently, the workmen are entitled to no relief.

This is my award.

J. P. SINGH, Presiding Officer,
[No. L-28011/6/79-D.III.B]
SHASHI BHUSHAN, Under Secy.

नई दिल्ली, 19 दिसम्बर, 1981

का० आ० 44.—केन्द्रीय सरकार ने यह समाधान ही जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उपखण्ड (vi) के उपबन्धों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का० आ० 1780 तारीख 3 जून, 1981 द्वारा खाद्य सामग्री उद्योग में कार्यरत भारतीय खाद्य निगम को उक्त अधिनियम के प्रयोजनों के लिये 28 जून, 1981 से छ मास की कालावधि के लिये लोक उपयोगी सेवा घोषित किया था,

श्री केन्द्र सरकार की राय है कि लोकहित में उक्त कालावधि को छ मास की और कालावधि के लिये बढ़ाया जाना अपेक्षित है ;

अतः अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उपखण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिये 28 दिसम्बर 1981 से छ मास की और कालावधि के लिये लोक उपयोगी सेवा घोषित करती है ।

[फाइल सं० एन-11017/12/81-डी०आई०ए०]

New Delhi, the 19th December, 1981

S.O. 44.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour No. S.O. 1780 dated the 3rd June, 1981 the Food Corporation of India engaged in the Food stuffs industry, to be a public utility service for the purposes of the said Act, for a period of six months, from the 28th June, 1981 ;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months ;

Now, therefore, in exercise of the powers conferred by the provision to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 28th December, 1981.

[No. S-11017/12/81-D.I.A.]

का० आ० 45.—केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 33-ग की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार के मूलपूर्व श्रम, नियोजन और पुनर्वास मंत्रालय (श्रम और नियोजन विभाग) की अधिसूचना सं० का० आ० 1650, तारीख 19 दिसम्बर, 1967 का निम्नलिखित और संशोधन करती है अर्थात्—

उक्त अधिसूचना में सलग्न भागणी में, दम सहायक 17 के स्थान पर निम्नलिखित रखे जायेगा, अर्थात्—

- 17(क) गुजरात राज्य सरकार द्वारा गठित श्रम सौगाट और कच्छ क्षेत्र न्यायालय, राजकोट
- 17(ख) गुजरात राज्य सरकार द्वारा गठित श्रम बड़ोदा, पंच महल और न्यायालय, बड़ोदा भड़ौच जिले
- 17(ग) गुजरात राज्य सरकार द्वारा गठित श्रम सुरत, बलसर और न्यायालय, सुरत जिले
- 17(घ) गुजरात राज्य सरकार द्वारा गठित श्रम राज्य का प्रशासक क्षेत्र न्यायालय, अहमदाबाद

टिप्पण.—भारत के राजपत्र, भाग 2, खण्ड 3 उपखण्ड (ii) तारीख 30-12-1967 में का० आ० 4650, तारीख 19-12-1967 द्वारा प्रकाशित मूल अधिसूचना में निम्नलिखित पदवाचक की अधिसूचनाओं द्वारा संशोधन किये गये :—

- (i) अधिसूचना सं० का० आ० 1175 तारीख 20-3-68, तारीख 30-3-68 का राजपत्र
- (ii) अधिसूचना सं० का० आ० 668 तारीख 11-12-69 तारीख 23-2-69 का राजपत्र
- (iii) अधिसूचना सं० का० आ० 1891, तारीख 9-5-69 तारीख 17-5-69 का राजपत्र
- (iv) अधिसूचना सं० का० आ० 1768 तारीख 30-4-69 तारीख 10-5-69 का राजपत्र
- (v) अधिसूचना सं० का० आ० 2796 तारीख 3-7-71 तारीख 20-7-71 का राजपत्र
- (vi) अधिसूचना सं० का० आ० 3810 तारीख 23-9-72 तारीख 4-11-72 का राजपत्र
- (vii) अधिसूचना सं० का० आ० 4321 तारीख 26-9-75 तारीख 18-10-80 का राजपत्र
- (viii) अधिसूचना सं० का० आ० 2914 तारीख 13-10-80 तारीख 25-10-80 का राजपत्र

[फाइल सं० एम० 11020/6/80-डी०आई०ए०]

S.O. 45.—In exercise of the powers conferred by sub-section (2) of section 33-C of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby makes the following further amendments in the Notification of the Government of India in the erstwhile Ministry of Labour, Employment and Rehabilitation (Deptt. of Labour and Employment No. S. O. 4650, dated the 19th December, 1967), namely:—

In the Table annexed to the said Notification, for Serial No. 17, the following shall be substituted namely:—

- 17(a) Labour Court, Rajkot, constituted Saurashtra and by the State Government of Gujarat Kutch area.
- 17(b) Labour Court, Baroda constituted District of Baroda by the State Government of Gujarat, Panchmahal and Bharuch.
- 17(c) Labour Court, Surat, constituted District of Surat by the State Government of Gujarat, Bulsar & Dangs

17(d) Labour Court, Ahmedabad, constituted by the State Government of Gujarat of the State.

“(NOTE: Principal Notification published, vide S. O. 4650 dated the 19-12-67, Part II, section 3, sub-section (ii) of Gazette of India dated 30-12-1967 subsequently amended by:

- (i) Notification No. S. O. 1175 dt. 20-3-68, Gazette of 30-3-68
- (ii) Notification No. S. O. 668 dt. 11-2-69, Gazette of 22-2-69
- (iii) Notification No. S. O. 1894 dt. 9-5-69, Gazette of 17-5-69
- (iv) Notification No. S. O. 1768 dt. 30-4-69, Gazette of 10-5-69
- (v) Notification No. S. O. 2796 dt. 3-7-71 Gazette of 20-7-71
- (vi) Notification No. S.O. 3810 dt. 23-9-72, Gazette of 4-11-72
- (vii) Notification No. S.O. 4521 dt. 26-9-75 Gazette of 18-10-80
- (viii) Notification No. S.O. 2914 dt. 13-10-80, Gazette of 25-10-80”

[File No. S. 11020/6/80/DIA]

का० आ० 46—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (इ) के उपखण्ड (vi) के उपबंधों के अनुसरण में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का० आ० 1750, तारीख 25 मई, 1981 द्वारा मिस्सूरीटी पेपर मिल, होशंगाबाद को उक्त अधिनियम के प्रयोजनों के लिये 18 जून, 1981 से छ मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था,

और केन्द्र सरकार की राय है कि लोकहित में उक्त कालावधि को छ मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है,

अतः, अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (इ) के उपखण्ड (vi) के परम्युक् द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 18 दिसम्बर, 1981 से छ मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[सं० एम-11017/10/81-डी०आई०ए०]

एल० के० नारायणन, प्रवर सचिव

S.O. 46.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour No. S.O. 1750, dated the 25th May, 1981, the Security Paper Mill, Hoshangabad, to be a public utility service for the purposes of the said Act, for a period of six months, from the 18th June, 1981.

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 18th December, 1981.

[No. S-11017/10/81-D.I.A.]

L. K. NARAYANAN, Under Secy.

